*UPDATED 1/4/18
City of St. Helena
Regular City Council Meeting
Tuesday, January 9, 2018 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but <u>please observe the time limit of three minutes.</u>

Page

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL
   Mayor: Alan Galbraith, Vice Mayor: Peter White, City Council: Paul Dohring, Geoff Ellsworth and Mary Koberstein

4. PUBLIC FORUM:
   Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to <u>3 minutes</u>. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, AND AB 1234 REPORTS:
   Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

6. STAFF BRIEFING

   6.1. Finance Department staff introductions and overview

7. CONSENT ITEMS
   Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

   7.1. *UPDATED 1/4/18 - Consideration and proposed approval of a resolution duly approving and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification — 7 - 11

CEQA Determination: Not a CEQA project
Prepared By: Kathy Robinson, Human Resources & IT Director
Recommendation:

Staff recommends City Council duly approve and adopt publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification, and make no other changes to the salary schedules for other classifications.

Staff Report

7.2. Consideration and proposed approval of a resolution: 13 - 85

1. Authorizing the City Manager to execute an agreement with Pacific Legacy for Archaeological Collections Management for $86,800.10, and
2. Authorizing a budget transfer from General Fund reserves of $40,000 to Fund 235

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:

Staff recommends City Council adopt the resolution authorizing:

1. The City Manager to execute an agreement with Pacific Legacy for Archaeological Collections Management from St. Helena Flood Control Project in an amount not to exceed $86,800.10; and
2. A transfer from the General Fund Reserves to Fund 235 in Fiscal Year 17/18 for $40,000.

Staff Report

7.3. Consideration and proposed approval of Regular Meeting Minutes of December 12, 2017 ~~(Minutes to be provided at a later date)~~ Provided January 4, 2018. 87 - 105

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:

Staff recommends adopting the minutes.

12-12-17 Regular City Council - Minutes
12-12-17 Minutes Attachment 1.FINAL - 2017-18 Strategic Objectives

7.4. Consideration of a resolution approving out-of-state travel for Administrative Services Manager Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018. 107 - 110

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:

Staff recommends the City Council adopt the resolution approving out-of-state travel for Administrative Services Manager

Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018.

Staff Report

8. PUBLIC HEARINGS

None

9. NEW BUSINESS

9.1. Proposed Mission Statement and Work Plan for the Active Transportation and Sustainability Committee 111 - 112

CEQA Determination: Not a CEQA project
Recommendation:
Discuss and provide direction to Staff and the committee regarding the proposed mission statement and work plan.

Staff Report

9.2. Consideration and approval of a resolution: (1) Authorizing the Police Department to accept a new Police K9 from CJ's Police K9's, purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; (2) authorizing the designated Handler to attend the initial 4-week K9 Handler training at a cost not to exceed $7,500; (3) authorizing a budget increase to 279-4900-2145 in the amount of $7,500 from Fund 279 fund balance; and (4) authorizing an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year. 113 - 121

CEQA Determination: Not a CEQA project
Prepared By: William Imboden, Chief of Police
Recommendation:
Staff recommends approval of a resolution: (1) authorizing the Police Department to accept a new Police K9 from CJ's Police K9's, purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; (2) authorizing the designated Handler to attend the initial 4-week K9 Handler training at a cost not to exceed $7,500; (3) authorizing a budget increase to #279-4900-2145 in the amount of $7,500 from Fund 279 fund balance; and (4) authorizing an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year.

Staff Report

9.3. Consideration and approval of a Resolution: (1) authorizing the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report (EIR) for a total amount not to exceed $284,880.00, or authorize an alternative increased amount not to exceed $336,880.00, based on the menu of chosen optional tasks put forward in the provided scope, not including contingencies; and (2) authorize a budget increase of $284,880.00 to #101-4500-2130 from General Fund Reserves, or authorize a budget increase amount not to exceed $336,880.00 to #101-4500-2130 from General Fund Reserves based on the chosen 123 - 159 optional tasks.

CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning & Community Improvement Director
Recommendation:

Staff recommends approval of a Resolution: (1) authorizing the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report (EIR) for a total amount not to exceed $284,880.00, or authorize an alternative increased amount not to exceed $336,880.00, based on the menu of chosen optional tasks put forward in the provided scope, not including contingencies; and (2) authorize a budget increase of $284,880.00 to #101-4500-2130 from General Fund Reserves, or authorize a budget increase amount not to exceed $336,880.00 to #101-4500-2130 from General Fund Reserves based on the chosen optional tasks.

Staff Report
Presentation
Dyett_Bhatia_St Helena 2035 GP Update and EIR Timeline

9.4. Consideration and proposed approval of a resolution authorizing the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the City of St. Helena fleet vehicles at $6.00 per vehicle/per month. 161 - 185

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:

Staff recommends City Council adopt the resolution authorizing the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the City of St. Helena fleet vehicles at $6.00 per vehicle/per month.

Staff Report

9.5. 2018 City Council assignments to various City and Napa County Committees, Boards and Commissions 187 - 192

CEQA Determination: Not a CEQA project
Prepared By: Cindy Tzafopoulos, City Clerk
Recommendation:
1. Affirm or recommend City Council Liaisons to each committee:
a. Active Transportation/Sustainability Committee
b. Board of Library Trustees

c. Parks and Recreation Commission

2. Affirm or recommend appointment to various City/County collaborative agency committees:
a. One Alternate - City/SHUSD/Chamber/NVC (Monrovia)
b. One Primary and One Alternate - Association of Bay Area Governments (ABAG) General Assembly
c. One Primary - Napa Valley Tourism Corporation/ St. Helena Tourism Improvement District (SHTID)
d. One Alternate - Napa County City Selection Committee Alternate

3. Make recommendation to the Napa County Board of Supervisors to affirm or recommend new member:
a. One Alternate - Napa County Flood Control and Water Conservation District
b. One Primary - Napa County Gang & Youth Violence Commission
c. One Primary and One Alternate - Napa Valley Transportation Authority (NVTA)
d. One Primary and One Alternate - Napa County Watershed Information Center & Conservancy (WICC)
e. One Primary and One Alternate - Upper Valley Waste Management Board

Staff Report

10. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

January:
1. Little League Contract Amendment - Recreation
2. Follow-up to the 11/15 Emergency Preparedness Community Workshop - Admin
3. 5 year CIP - PW
4. NOC for Oak Storm Drain - PW
5. Mid-Year Budget Review - Finance
6. Quarterly Grant Report - Finance
7. Presentation of Comprehensive Annual Financial Report (CAFR) - Finance
8. ADA Policy – HR (153)
9. Adopt and approve compensation schedule – minimum wage – HR (223)
February:
10. PRESENTATIONS AND PUBLIC RECOGNITIONS – Napa County Flood Control District creek update presentation

11. ADJOURNMENT

The next Regular City Council meeting is scheduled for January 23, 2018, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on December 29, 2017.

Cindy Tzafopoulos

Cindy Tzafopoulos, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at https://sthelena.civicweb.net and will be available for public review at the respective meeting.

Report to the City Council

Council Meeting of January 9, 2018

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution duly approving and adopting publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification**

CEQA Determination: **Not a CEQA project**

Prepared By: Kathy Robinson, Human Resources & IT Director

Reviewed By: Kathy Robinson, Human Resources & IT Director

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City of St. Helena contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for its employees. As a public employer, the City must abide by the Government Code when establishing and reporting employee compensation. The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that each pay schedule meet the following requirements:

- Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws
- Identifies the position title for every employee position
- Shows the pay rate for each position
- Indicates the time base for each pay rate

CalPERS uses the City's pay schedules to determine final compensation and to calculate retirement benefits for the City's employees. Inaccurate pay schedules could negatively impact an employee's final retirement calculation or delay receipt of the appropriate retirement compensation. To ensure that the City remains compliant with its obligation under Section 570.5 staff will, at a minimum, biannually present pay schedules to City Council to be duly authorized and approved. The biannual presentations to the City Council coincide with the start of a new fiscal year and at the beginning of each calendar year, as these times have historically coincided with the ratification of negotiated memorandum of understandings with the City's labor unions.

DISCUSSION

On January 1, 2018, the California minimum wage increased from $10.50 per hour to $11.00 per hour. The increase to the State minimum wage impacts the compensation schedule for all part-time Casual Worker positions. The increases to the base hourly rate have been updated and are also reflected in Attachment 2. City of St. Helena Publicly Available Salary Schedule Duly Approved and Adopted January 9, 2018.

The California Code of Regulations (CCR) Title 2, Section 570.5 (Section 570.5) provides that position title, pay rate, and time base for each employee position the City has in the CalPERS system to be included in a publicly available compensation schedule. Per the CCR, the City Council, part-time seasonal employees, and prior positions (retired and/or vacant) are included in the salary schedules and will continue to be included in all future updates.

FISCAL IMPACT

There are no financial impacts to the budget as the minimum wage increases for January 2018 were considered and budgeted for FY 2017/18.

RECOMMENDED ACTION

Staff recommends City Council duly approve and adopt publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes a revised salary schedule for all part-time Casual Worker classification, and make no other changes to the salary schedules for other classifications.

ATTACHMENTS

1. Bi-Annual Duly Adopt and Approve Comp Schedule Reso
2. Exhibit A Publicly Available Salary Schedule FY17-18

CITY OF ST. HELENA
RESOLUTION No. 2017-

Duly adopting and approving publicly available pay schedules in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5 which includes revised salary schedule for all part-time Casual Worker classification

RECITALS

A. The City of St. Helena contracts with the California Public Employee' Retirement System ("CalPERS") to provide retirement benefits for its employees; and

B. Pursuant to California Code of Regulations, Title 2, Section 570.5, CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

C. The pay schedule must identify the position title for every employee position, the pay rate for each position title, and the applicable time base for the pay rate; and

D. The City Council of the City of St. Helena desires to approve and adopt a publicly available pay schedule, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5.

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. That the City of St. Helena Publicly Available Salary Schedule which includes revised salary schedule for all part-time Casual Worker classification contained in Exhibit A is hereby approved and adopted in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5, and

2. That the revised City of St. Helena make no changes to the salary schedules for other classifications; and

3. That the City of St. Helena Publicly Available Salary Schedule will be posted on the City's website, and will be made available for public inspection for not less than five years.

Approved at a regular meeting of the St. Helena City Council on January 9, 2018 by the following vote:

Mayor Galbraith: ____________
Vice Mayor White: ____________
Councilmember Ellsworth: ____________

Updated 1/3/2018

Councilmember Dohring: ____________
Councilmember Koberstein: ____________

APPROVED: ATTEST:

________________________ ________________________
Alan Galbraith, Mayor Cindy Tzafopolous, City Clerk

Updated 1/3/2018

Updated 1/3/2018

Report to the City Council

Council Meeting of January 9, 2018

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution:**

1. **Authorizing the City Manager to execute an agreement with Pacific Legacy for Archaeological Collections Management for $86,800.10, and**
2. **Authorizing a budget transfer from General Fund reserves of $40,000 to Fund 235**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

One component of the St. Helena Flood Control Project ("Flood Project") was the excavation of four prehistoric sites. On June 27, 2006, the City of St. Helena entered into a contract with Pacific Legacy for archeological data recovery and coordination with State and Federal regulatory agencies for $292,302 (Attachment 1). Three amendments were subsequently made with Pacific Legacy as follows:

- On August 28, 2007, Amendment #1 with Pacific Legacy for $458,280.15 was approved to expand archaeological/cultural resources work (Attachment 2). This was due to the Flood Project being located within a rich archaeological area and the initial recovery of materials exceeded expectations. The total contract amount was not-to-exceed $750,582.15.
- On March 24, 2009, Amendment #2 with Pacific Legacy for $365,172 was approved further expanding the scope of work for completion of data (artifact recovery) and required cultural resources monitoring through construction (Attachment 3). The total contract amount was not-to-exceed $1,115,754.15.
- On November 24, 2009, Amendment #3 with Pacific Legacy for $514,058 was approved primarily due to the large amount of cultural resources found at the

lower terrace on the Flood Project (Attachment 4). The total contract was not-to-exceed $1,629,812.15.

The archeological data recovery, and subsequently the costs associated with it, are required by the State Historical Preservation Office. To-date the amount spent is $1,478,506.13 with the last payment made in June 2013.

DISCUSSION

Pacific Legacy

Staff reached out to Pacific Legacy in late 2016 to complete the work necessary for the archaeological collections. This work includes the curation of the archaeological collections from the four prehistoric sites excavated for the Flood Project. This work will be broken up into 3 tasks.

1. Task 1 – Cleaning and Cataloging
2. Task 2 – Curation Preparation
3. Task 3 – Repatriation*

Pacific Legacy has provided a quote of $86,800.10 for these services (Attachment 5).

*Repatriation includes packaging and delivery of materials to be repatriated to St. Helena. They will prepare a supplemental report and site record indicating where the collection is curated and what was repatriated. For the items to be repatriated, they proposed reburial at Wappo Park where other materials were buried. The costs in the attached proposal does not include reburial costs.

The costs for this service was included in the approved FY 2017/18 budget under 235-4300-2145.

Transfer of Funds from General Fund Reserves to Fund 235

As stated above, the FY 2017/18 budget included the costs for the services with Pacific Legacy. The funds are budgeted through #235-4300-2145 and a budget transfer from General Fund to Fund 235 for these expenditures was accounted for in the Non-Departmental section of the approved FY 2017/18 budget document (page 67-68). The line item to re-tag and box the artifacts was included in the document; however, the dollar amount was erroneously left off causing a shortfall of $40,000 to Fund 235. Staff is requesting a correction be made and City Council approval of $40,000 to be transferred from the General Fund Reserves to Fund 235.

FISCAL IMPACT

The contract amount with Pacific Legacy is for a not-to-exceed amount of $86,800.10. Staff is recommending a new contract and not an amendment to the existing contract due to the amount of time that has elapsed since Amendment #3. The contract amount has been approved in the FY 2017/18 budget under #235-4300-2145. However, due to the error in the adopted FY 2017/18 budget document a transfer from General Fund Reserves to Fund 235 is recommended.

RECOMMENDED ACTION

Staff recommends City Council adopt the resolution authorizing:

1. The City Manager to execute an agreement with Pacific Legacy for Archaeological Collections Management from St. Helena Flood Control Project in an amount not to exceed $86,800.10; and
2. A transfer from the General Fund Reserves to Fund 235 in Fiscal Year 17/18 for $40,000.

ATTACHMENTS

Attachment 1 - Resolution 2006-80
Attachment 2 - Resolution 2007-101
Attachment 3 - Resolution 2009-33
Attachment 4 - Resolution 2009-131
Attachment 5 - PSA Pacific Legacy
Attachment 6 - Resolution

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2006-80

APPROVING PROFESSIONAL SERVICE AGREEMENTS WITH JONES AND STOKES ASSOCIATES, PACIFIC LEGACY, KLEINFELDER, INC AND ALTA ENGINEERING FOR THE ST. HELENA COMPREHENSIVE FLOOD PROTECTION PROJECT

On June 27, 2006, the City Council adopted a CEQA Addendum approving the 2006 Plan for the St Helena Comprehensive Flood Protection Project

New Professional Services contracts are necessary to complete tasks associated with the 2006 Plan

RESOLUTION

NOW, THEREFORE, the City Council of the City of St Helena resolves as follows

1 Approves the attached Professional Services Agreements and authorizes appropriations as follows

   A Jones and Stokes Associates in the amount of $85,785 for work associated with Federal and State regulatory agency permits, environmental documentations and biological assessments.

   B. Pacific Legacy in the amount of $292,302 for archeological data recovery and coordination with State and Federal regulatory agencies.

   C. Kleinfelder, Inc. in the amount of $70,510 for geotechnical services

   D. Alta Engineering in the amount of $167,250 for construction management services for the pre-construction phase, including but not limited to, constructability review of the plans, coordination and planning of site logistics, parking, construction lay down areas and haul routes

Approved at a Regular Meeting of the St. Helena City Council on June 27, 2006 by the following vote:

AYES: Councilmembers Sklar, Novak, Potter, Mayor Britton
NOES: None
ABSENT:Councilmember Schoch
ABSTAIN: None

Delford Britton, Mayor

Delia Guijosa, City Clerk

Attachment 1

STAFF REPORT

CITY OF ST. HELENA

DATE: June 27, 2006

TO: Mayor and City Council

FROM: Bert Johansson, City Manager
Karen Scalabrini, Finance Director

RE: Flood Project contract

BACKGROUND:

At the April 25th Council meeting the Flood Project Manager presented a proposed revision to the flood project to address the funding shortfall. On May 9th the Council authorized work to continue on a 2006 Conceptual Plan. On June 13, 2006 Council authorized payments to consultants who had performed work associated with the 2006 Plan up to that point.

A separate item on the June 27th agenda is consideration of the CEQA Addendum for the 2006 Project. On May 17, 2006 the City ended its contract with Parsons Brinkerhoff Quade & Douglas, Inc. If the CEQA Addendum is approved it is necessary to enter into contracts with consultants to complete the tasks associated with the 2006 Project. Previously authorized funds from the Parsons Brinkerhoff contract will be diverted to these new contracts.

DISCUSSION/ANALYSIS:

Although not all proposed contracts have been finalized, approval of the attached indicates a willingness of the Council to proceed in light of the funding challenges associated with this project. The attached contracts represent $615,847. Contracts anticipated for consideration at the July 11, 2006, Council meeting are estimated at $1,492,549 for a total commitment of approximately $2,108,396, less the amounts left over from Parsons.

Attached for consideration are the following contracts:

1. Jones and Stokes Associates in the amount of $85,785 for work associated with Federal and State regulatory agency permits, environmental documentations and biological assessments.
2. Pacific Legacy in the amount of $292,302 for archeological data recovery and coordination with State and Federal regulatory agencies.
3. Kleinfelder, Inc. in the amount of $70,510 for geotechnical services.
4. Alta Engineering in the amount of $167,250 for construction management services for the pre-construction phase, including but not limited to, constructability review of the plans, coordination and planning of site logistics, parking, construction lay down areas and haul routes.

The following contracts will be submitted at a future meeting:

1. Swanson Hydrology in the amount of $533,885 for final environmental restoration design and permit technical studies and support.
2. Mead and Hunt in the amount of $745,121 for engineering and project coordination services, including but not limited to, design and construction drawings, preparation of specifications and bid documents and coordination of: 1) permits and approvals, 2) easement and right of way acquisitions, 3) utility coordination and facility relocations, and 4) FEMA certifications.
3. Chaudhary and Associates in the amount of $38,543 for topo surveys, preparation of appraisal maps and utility coordination.
4. Associated Right of Ways Services in the amount of $150,000 for services associated with property negotiations and resident relocations.
5. MBK in the amount of $25,000 for engineering, coordination of hydraulic issues and design services

FISCAL IMPACTS:

Funds are currently available for these contracts, but there is a funding shortfall to complete construction of the flood control project. Current funding available, which includes Bond proceeds and pending State Revolving Loan Funds, total $23 million. The current estimate for this project is $25.5 million. There are a few options to fund the shortfall.

Options include:

- Special assessment on project area
- General Obligation Bonds
- General Fund contribution
- Sale of remnant lands

All scenarios put the General Fund at risk and the first two require voter approval, which may or may not be obtained. The third option for a general fund contribution cannot be a sole source to close the gap as there are not enough funds to make up the entire shortfall.

The City continues to look and apply for grants and subvention funds on this project. The federal Water Resources Development Act (WRDA) is still a possibility for funding down the road but is not likely to materialize before it is needed for this project.

REQUESTED COUNCIL ACTION:

1. Approve attached resolution approving professional services agreements with Jones and Stokes Associates, Pacific Legacy, Kleinfelder, Inc. and Alta Engineering.

ATTACHMENTS:

1. Resolution
2. Professional Services Agreements.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into on June 27, 2006, by and between the City of St. Helena, located in the County of Napa, State of California (City), and Pacific Legacy, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as the St. Helena Flood Project.

B. Consultant has represented that Consultant has the necessary expertise, experience and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 - BASIC SERVICES

Consultant agrees to perform the services set forth in Exhibit A, "Scope of Services," and made a part of this Agreement.

SECTION 2 - ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, "Scope of Services", unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in Exhibit A, "Scope of Services."

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B, "Compensation," attached hereto and made a part hereof. Total compensation shall not exceed two hundred ninety two thousand three hundred and two dollars ($292,302), unless additional compensation is approved in accordance with Section 2.

B. Each month, Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 - INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions liability: $1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

F. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 - INDEMNIFICATION

A. City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damages to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

B. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

C. The provisions of this section do not apply to claims occurring as a result of the City's sole negligence or willful acts or omissions.

SECTION 9 - INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 - OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work

Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 - SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 - COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 - COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 - RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required.

B. Consultant's records and design calculations will be available for examination and audit if and as required.

SECTION 17 - COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 - NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:
City Manager
1480 Main Street
St. Helena, California 94574

To Consultant:
Pacific Legacy
900 Modoc Street
Berkeley, CA 94707

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 - TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 - ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 - DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a wavier of any of the provisions of this Agreement.

SECTION 26 - LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 - SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 - SPECIAL PROVISIONS

This Agreement is subject to the following special provisions:

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: ______
Name: [illegible]
Title: PRINCIPAL

City:

By: ______
Name: Bert Johansson
Title: City Manager

APPROVED AS TO FORM:

______
Amy Lyman
Interim City Attorney
Date: June 29, 2006

CITY OF ST. HELENA
Incorporated March 24, 1876
Re-incorporated May 14, 1889
STATE OF CALIFORNIA

Attachment 1

TECHNICAL PROPOSAL FOR ARCHAEOLOGICAL DATA RECOVERY, ST. HELENA FLOOD CONTROL PROJECT, CA-NAP-399, CA-NAP-406 AND CA-NAP-863, NAPA COUNTY, CALIFORNIA.

Prepared For:
City of St. Helena
St. Helena, California

Prepared By:
Pacific Legacy, Inc.
900 Modoc Street
Berkeley, California 94707

June 2006

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INTRODUCTION

We understand there are two main goals of the project: 1) mitigate any adverse affects at CA-NAP-399, CA-NAP-406 and CA-NAP-863 due to construction of the St. Helena Flood Control Project as required by Section 106 of the National Historic Preservation Act (as amended) and the California Environmental Quality Act; and, 2) coordinate effectively with the City of St. Helena (City), Mishewal-Wappo Tribe of Alexander Valley, and other interested parties regarding mitigation measures for the three sites. Due to the potential for federal funding and federal permitting of the project, it is highly likely that a Memorandum of Agreement will have to be developed between the City, the lead federal agency and California State Historic Preservation Officer regarding the resolution of adverse effects.

To prevent property damage from flooding along the Napa River, the City, in cooperation with the Napa County Flood Control and Water Conservation District (NCFCWCD), has proposed the St. Helena Comprehensive Flood Protection Project. The primary goal of the project is to reduce potential flood damage from Napa River flood events by reducing the water surface elevations during the 100-year flood. The proposed project includes terracing of the floodplain on the banks of the Napa River (Terrace "B"), the creation of new floodwalls and levees to the south of the Napa River, the creation of bank stabilization at the junction of the Napa River and Sulphur Creek, the relocation of some homes from the Vineyard Valley Mobile Home Park, and the floodproofing of the St. Helena Wastewater Treatment Plant.

The City seeks to develop and implement a plan, which is both economically feasible and environmentally sensitive, that would reduce flood damage resulting from Napa River flooding. Without a flood protection project, damages to real property from Napa River overflows would be expected to continue. Other losses or adverse impacts would continue to include the potential for flood-related loss of life, economic losses due to impacts to the business community during flooding, damage to infrastructure, the potential for hazardous material spills, and continued inadequate all-weather access to the hospital.

The Area of Potential Effects (APE) for the St. Helena Flood Protection Project consists of: Terrace "B," located to the south of the Napa River and within and upstream of the Vineyard Valley Mobile Home Park; Element "C," located to the north of the Napa River and just upstream from the Pope Street Bridge; the footprint of the proposed Floodwall/Levee to the south of the Napa River; the "Miller Parcel" located to the west of the Vineyard Valley Mobile Home Park, which includes a portion of Terrace "B;" and, the St. Helena Wastewater Treatment Plant on Thomann Lane. The entire APE has been subject to an archaeological survey (Bartoy and Holson 2005). As a result of the survey, eight archaeological resources were identified within the APE (Figure 1). These resources were: CA-NAP-399, CA-NAP-406, CA-NAP-413, CA-NAP-843, CA-NAP-863, CA-NAP-1007 (formerly HMS Vineyards Site), CA-NAP-1008 (formerly Miller Vineyard Site), and CA-NAP-1009/H (formerly HMS Historic Stone Wall).

The work plan offered in this scope is based on the results of our extended survey (Bartoy and Holson 2005) and test excavations (Bartoy et al. 2005). The National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) criteria for evaluation have been applied to the eight sites, which were tested for the St. Helena Flood Protection Project: CA-NAP-399, CA-NAP-406, CA-NAP-413, CA-NAP-843, CA-NAP-863, CA-NAP-1007, CA-NAP-1008, and CA-NAP-1009/H.

Those sites which retain integrity also have the greatest potential to contribute to a variety of research domains which make them eligible for the NRHP and the CRHR. Spatial context and integrity are crucial for maximizing the information potential of cultural materials recovered from a site. Chronological, technological, faunal and other types of analyses are quite limited unless a site retains a secure primary context and clear spatial association between the various components of its assemblage. For these reasons, the three sites which retain a significant level of integrity were been found to eligible for inclusion in the NRHP and the CRHR by Bartoy et al (2005). These sites include CA-NAP-399, CA-NAP-406, and CA-NAP-863. Due to a lack of integrity and a low density of cultural materials, the remaining sites have been determined ineligible. These sites include CA-NAP-413, CA-NAP-843, CA-NAP-1007, CA-NAP-1008, and CA-NAP-1009/H. This plan addresses the mitigation of adverse effects of the project on the three sites determined eligible for the NRHP and CRHR through data recovery.

PROPOSED SCOPE OF WORK

Task 1 - Memorandum of Agreement and Historic Properties Treatment Plan

Pacific Legacy has budgeted to prepare a Memorandum of Agreement (MOA) assuming federal involvement in the project. At present, we anticipate federal involvement with the San Francisco District of the Army Corps of Engineers (ACOE). We also assume that data recovery excavations will take place prior to the issuance of a federal permit, thus an MOA would be the appropriate agreement between the SHPO and ACOE for resolution of the adverse effect. This will be prepared when federal involvement commences. As part of the MOA, a Historic Properties Treatment Plan (HPTP) will have to be prepared. We propose to prepare the plan prior to data recovery excavations in order to: 1) guide the direction of the research and data recovery effort, and 2) have the document in place when consultation takes place between the City and the lead federal agency.

The HPTP will outline the data recovery effort and how the City will resolve adverse effects to the three historic properties in the APE. The HPTP will include the following sections:

1.0 INTRODUCTION
  1.1 Project Description
  1.2 APE
  1.3 Historical Perspective
  1.4 Regulatory Context (Applicable Laws and Regulations)
  1.5 Cultural Resource Management History
  1.6 Professional Qualifications
  1.7 Native American Consultation

2.0 Cultural Context and Associated Property Types
  2.1 Regional Prehistoric Overview
  2.2 Ethnographic Overview
  2.3 Historical Overview
  2.4 Historic Contexts and Associated Property Types
  2.5 Cultural Resources Inventory in APE

3.0 Identification and Evaluation of Historic Properties
  3.1 Identification of Historic Properties
  3.2 Evaluation of Historic Properties
  3.3 Assessment of Effects

4.0 Management of Historic Properties
  4.1 Standard Resource Protection Measures
  4.2 Resolution of Adverse Effects
  4.3 Inadvertent Effects and Unanticipated Discoveries
  4.4 Emergency Situations

4.5 Curation of Artifacts, Items, Records and Other Materials

The HPTP will include maps as appropriate, bibliography and appendices. It is anticipated that materials already prepared for the extended survey, evaluation, and this scope of work will be used to pre pare the HPTP for inclusion in the MOA.

Task 2 - Data Recovery Investigations

Implementation of the HPTP will involve subsurface archaeological testing at the three sites and preparing a data recovery report. It is recommended that a phased approach to site data recovery would be the most efficient and cost-effective way to proceed. In addition to more traditional archaeological methods such as hand excavation, our approach would entail using backhoe trenching, auger boring, and excavation of shovel probes and Surface Transect Units (STU). Field methods will be designed according to extant information regarding the nature and data potential of the three sites. Our general approach is as follows.

We assume an excavation rate of approximately 1.4 m^3 per day for a team of six archaeologists. We have budgeted for a minimum of 29 m^3 and a maximum of 43m^3 of sediments to be hand excavated at the three sites. At CA-NAP-399 and CA-NAP-863, we anticipate excavating between 12 and 17 m^3 of deposits. At CA-NAP-406, we anticipate that 5 to 9 m^3 of deposit will be hand excavated. Our estimates include both controlled and rapid recovery techniques (see below). We also have assumed approximately 30 meters of trench can be excavated daily by backhoe. Alternatively we would like to discuss with the City the use of a landscape grader (small machine) to remove soils in a controlled manner. We have found that using a grader results in a more controlled areal exposure to facilitate the exposure of features or other archaeologically significant finds. Lab time is estimated at about 20 percent of field time due to the volume of material expected from the sites. It is anticipated that debitage will be the major cultural constituent at all the sites. We will consult with the City regarding any necessary adjustments to the data recovery scope of work once work commences.

General Field Methods

We have identified in the preceding paragraph the minimal level of effort for each site. The rapid determination of the gross stratigraphic morphology requires the mechanical excavation of sediments. Trenching would take place at appropriate intervals in areas of exposed ground surface. The purpose of mechanical trenching will be to provide stratigraphic exposures to reveal the presence or absence of *in situ* features. The nature of the soils, depth/thickness of cultural deposits, constituents, disturbance to site deposits, and other appropriate observations will be documented. Digital photographs of stratigraphic exposures and soil profile drawings will be prepared as appropriate.

Auger boring may be used to determine the presence or absence of cultural deposits in areas where mechanical trenching is not feasible. However, given the information already collected for the sites, auger boring would not be a significant component of the data recovery program. For example, site records indicate the density of materials collected from the peripheral area of the site is not great. It is our opinion that auger bores would be of little value because an adequate volume of soil cannot be recovered in order to capture sparse artifacts or other cultural constituents. Augering may be valuable in locating buried, culturally modified soils. If auger boring is conducted, bore samples will be excavated in 20 cm depths and soils will be screened to discover any cultural material. Constituent materials from auger spoils will be documented and/or collected.

More controlled techniques of excavation will be used in areas identified by the previous studies with a high potential for recovery of materials. We advocate the use of Rapid Recovery Units (RRU) which will be used to quickly expose soil profiles or to selectively recover cultural and other materials. Soils will be excavated in 20- or 40-cm levels and screened using 6-mm screen mesh to expedite the discovery and isolation of cultural features or productive strata. A five gallon sample of 6-mm screened sediments would be retained and screened with 3-mm mesh screen. This will allow for control comparison and the recovery of smaller materials that might pass through the 6-mm mesh screen. Cultural constituents would be retained in the field. Selective recovery of cultural remains may be performed depending on the density, perceived redundancy, or stratigraphic integrity of the deposit. For example, it may not be expeditious to recover all obsidian debitage from an RRU unit and only formed flake tools would be recovered.

Control Excavation Units (CEU) will be excavated in 10-cm arbitrary levels, unless cultural or natural stratigraphy dictates otherwise. All cultural materials will be retained from control units. Soils from CEUs will be sifted using 3- or 6-mm mesh screen.

All units will be excavated to a minimum of 10 cm below the cultural deposit, unless precluded either by impenetrable soil or geological formations, or until a distinctive culturally sterile stratum has been reached. Soils will be loosened using shovels, trowels and other small hand tools, and dry screened through shaker screens fitted with the appropriate mesh hardware cloth. Flotation and carbon samples will be taken as appropriate. On completion of excavation units and trench exposures, a stratigraphic profile drawing will be prepared.

Excavated or surface collected materials will be placed in marked level bags, by level, and submitted to the field supervisor along with the level documentation at the end of each work day. Artifacts found *in situ* will be recorded three dimensionally and placed in individual bags within the unit level bag. All identified subsurface features shall be individually documented, photographed, and mapped in both plan view or profile, as necessary.

Digital photographs will be taken during all phases of the investigations for all pertinent features, material concentrations and general work. Photo logs will be maintained and photographs catalogued. Images will be archived and reproduced electronically.

Mapping of artifacts, features, mechanical trenching, and excavation units will be conducted from, or referenced to, a primary mapping datum at each site. This datum will be used to reference horizontal and vertical provenience control, locations of collected artifacts, and excavation units. The datum point will be permanently affixed on, or set into, the ground so that it will not be altered or destroyed. Secondary datum points will be referenced to the primary site datum. To the extent possible, mapping references will be coordinated with construction engineering references. All distance, depth, and height measurements will be in metric unit measures. The provenience of all sampling units will be tied into this base map and unique designations will be used for reference points. Mapping grid reference will be to true north where appropriate. To the extent possible, geometrics produced for the project will be used and provided by the City.

The following records will be completed: (1) general site photographs taken before, during, and at the completion of excavation work; (2) daily excavation records and field notes for each unit and level; (3) feature records; and (4) field supervisor's daily notes. When the excavation at a particular location has been completed, all screened dirt will be used to backfill the excavation unit.

Laboratory Analysis

All collected materials will be cleaned as appropriate, sorted by class for material identification, briefly described, and cataloged with an accession number. Materials will be checked with the daily bag log for collected materials. Collected materials will be assigned a museum accession number and catalog number consistent with the requirements of the City. Pacific Legacy will work with the City to determine a curatorial facility. We have not budgeted for curation costs.

After cataloging and preliminary identification has been completed, the types of analytical studies to be performed are based on the anticipated recovery of artifact classes described in the Research Design. These are discussed in tabular form below:

Analysis	Service Performed By:	Comments
Radiocarbon	Beta Analytic	Budgeted five AMS and five conventional radiocarbon dates for the three sites
Obsidian Hydration Studies	Pacific Legacy	We have budgeted for 100 samples
Obsidian Source Determination	Geochemical Research Lab or Northwest Obsidian Lab	We have budgeted for 100 samples
Flaked Stone Analysis	Kari Jones (Pacific Legacy)	Ms. Jones is familiar with the approach conducted for the evaluations. Ms. Jones' approach will be consistent with those completed in the central and south Coast Ranges. Flaked stone tools will not be washed.
Ground Stone Analysis	Pacific Legacy	Ground and battered stone analysis will include basic measurements and descriptive attributes of the materials. Artifacts will be discussed in terms of regional typologies. Ground and battered stone materials will not be washed.
Small Finds Analysis	Pacific Legacy	Small finds such as beads will be described and discussed within the context of regional chronologies.
Faunal Analysis	Pacific Legacy	Faunal analysis will be conducted by Patricia Welsh, who has received an M.A. in anthropology with an emphasis on faunal analysis.
Sediment Analysis and Geomorphology	Davis2 Consulting	Geomorphological Analysis of sediments at the three sites. We have added this to budget submitted on 9/18/05.
Organic Residue Analysis	Archaeological Investigations Northwest (confirmed) or University of Calgary	Recommended only if microscopic examination suggests residue on artifact and clear context. We have not budgeted for this analysis.
Paleobotanical analysis	Pacific Legacy (sorting) and Northern Arizona University	Pacific Legacy can process samples into light and heavy fractions. In addition to column samples, we would propose to take a 2 liter sample from individual

		10 cm excavation levels having a midden deposit or deposits with significant organic remains. We would also propose that an off-site sample be collected to determine between economically significant plant remains and those that would occur naturally. We have budgeted for five samples.

Reporting

Pacific Legacy will produce a professional report detailing the results of the investigations. Reporting format and contents will follow State Office of Historic Preservation ARMR guidelines and the Secretary of Interior's Standards for Archaeological Documentation. The report will provide explicit conclusions addressing the needs for which the work was undertaken. Draft and final reports will be produced. A Draft Final Report will be submitted within one year following the completion of the data recovery excavations. The final report will be submitted 60 days after receipt of comments by the City. Supplemental archaeological site records will be prepared and appended to the report, with two additional site record copies transmitted to the Northwest Information Center of the California Historical Resources Information System.

Pacific Legacy will also prepare a poster or paper that discusses the findings of the work at a professional archaeological meeting such as the Society for California Archaeology's annual meeting. We will provide two (2) copies of the artifact catalog on archival paper to the City. The catalog and the report will also be provided to the City on CD ROM. All materials, photographs, field notes and other relevant materials will be organized and delivered to the City when the final report is complete. Pacific Legacy understands that the project may be phased and can complete a preliminary report for work undertaken by year. This will have to be negotiated with the City depending on the needs of the project.

Other Considerations

Human Remains. We have budgeted for the removal of five sets of remains during the data recovery effort. The disposition and reburial of human remains will have to be negotiated between the City and the Mishewal-Wappo Tribe of the Alexander Valley or other tribal entity appointed by the Native American Heritage Commission (NAHC). We would emphasize that although our test excavations did not discover any human remains, there is significant potential to discover remains due to the extensive grading for the terraces. Potential costs for burial removal and analysis are approximately $3,500 to $4,500 per burial.

If human remains are discovered, work in the immediate area of the find or unit will cease. The City will be notified immediately (crew will have cell phone and contact list). The Napa County Coroner will be notified immediately. We recommend protocols with the appropriate Native American tribe be discussed with the City prior to start of excavation. We anticipate that the Mishewal-Wappo Tribe of the Alexander Valley will be the designated Most Likely Descendant. We have budgeted for a Mishewal-Wappo tribal representative to be present during the data recovery excavation.

Artifact Illustration. Diagnostic artifacts will be illustrated or photographed prior to submitting materials for destructive analysis.

Destructive Analysis. Pacific Legacy will submit in writing the procedures and justification for any destructive analysis on collected materials associated with human remains. Such analysis will only be conducted with permission of the appropriate tribal entity.

Safety. Prior to initiation of the project, a safety hazard analysis form will be completed by the field director and reviewed by Pacific Legacy's safety officer. A safety meeting will be held prior to the start of fieldwork. Generally these meetings are held weekly or as conditions dictate. Topics to be discussed will include potential hazards and safety procedures for working near heavy equipment and in excavation features. The field director will have a list of emergency facilities and personnel in case of an accident. Crew members will wear hard hats, safety boots, and orange vests while working around heavy equipment. Excavation units deeper than five feet will be shored in compliance with OSHA safety standards. Section 6500, 6501 and 6502 of the California Labor Code require that for certain activities a permit be issued by the Division of Occupational Safety and Health. Pacific Legacy has the required annual permit for trenching below five feet and will submit the required activity notification form to the appropriate CAL/OSHA office prior to the start of trenching. Shoring will be set-up and monitored by a certified CAL/OSHA Competent Person. At least two members of the crew will be designated Competent Persons. Pacific Legacy, if requested, will submit their Company Health and Safety Plan in addition to the specific job activity hazard analysis to the City for review. Water and a first aid kit will be available on-site at all times during the workday. In addition, we will cover and mark off units during hours when staff are not on site. John Holson is the company Safety Officer.

Quality Control. Pacific Legacy pursues Quality Assurance and Quality Control (QA/QC) as a fundamental element of the way we do business. At Pacific Legacy, QA is the responsibility of all our employees. We work hard to engender a sense of professional pride amongst our staff and to educate employees to the benefits that accrue from a satisfied clientele. Supervisory staff are authorized to ensure the quality of our products through a regular program of QC. Our programs for QA/QC also are applied to the subcontractors that work directly under our supervision.

Task 3 - Monitoring

In order to present a budget, Pacific Legacy proposes to provide archaeological monitoring services for 160 hours to observe subsurface construction activities in the project area. This may be adjusted depending on the findings of monitoring and length of construction. The monitoring will be performed to identify the presence or absence of subsurface cultural materials during excavation, particularly human remains. Monitoring costs do not include any analysis, excavation, cataloging or subsequent treatment of identified finds which may be required.

One archaeologist and one Native American monitor will observe construction activities. The monitor will inspect and document the nature of the soils, depth of deposit, constituents, and disturbance to site deposits. Digital photographs of the stratigraphic exposures will be taken. As appropriate, soil profile drawings will be prepared. Any subsurface features encountered will be documented for further evaluation.

After monitoring is completed, a brief letter report will be prepared as appropriate for documenting the type(s) of resources encountered. We assume this will be completed after subsurface construction is complete. Typically, the Monitoring Report would include a project description, project location, results of the literature search (historic and prehistoric), field methods, field constraints, results of monitoring activities, and summary and conclusions. The report will include mapping as needed and archaeological site location data.

Reporting format and contents will follow State Office of Historic Preservation ARMR guidelines. Key personnel and crew members for cultural resource studies will meet qualifications published in *Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guideline* (Federal Register, Vol. 48, No. 190, September 29, 1983). Pacific Legacy's field methods and compliance documents will follow the State Office of Historic Preservation guidelines published as *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format* and *Guidelines for Archaeological Research Designs*. This will be submitted to reviewing agencies as required.

ASSUMPTIONS

1) A minimum of 29 m^3 of soil will be hand excavated including features discovered during trenching, No more than 43 m^3 sediments will be inspected.

2) We have budgeted for the recording of five archaeological features no larger than 1 x 2 m;

3) We have budgeted for the removal of five burials during either the data recovery or monitoring;

4) We have budgeted for five days of grading/trenching at the three sites;

5) A maximum of 160 hours of monitoring may be required;

6) A monitoring report will be prepared and submitted to reviewing agencies as required;

7) Costs do not include safety equipment which may be needed other than hard hat, vest, glasses, boots. We assume that construction contractor will have appropriate safety personnel to monitor safety hazards (e.g. air quality). We have not included costs for a site-specific health and safety plan if required;

8) Costs for monitoring do not include subsequent work such as analysis of cultural materials, removal of cultural materials which may be recommended if cultural materials are found; and,

9) We anticipate there will be no delays due to weather or other conditions beyond Pacific Legacy's control.

Exhibit B – Pacific Legacy

SHPO/Army Corp of Engineers Consultation	$5,098.87
MOA	$7,818.87
Monitoring	$57,215.21
Data Recovery	$222,169.30
Total	$292,302.25

Attachment 2

CITY OF ST. HELENA

RESOLUTION NO. 2007-101

APPROVING AMENDMENTS TO PROFESSIONAL SERVICE AGREEMENTS WITH PACIFIC LEGACY INC; SWANSON HYDROLOGY & GEOMORPHOLOGY; CHAUDHARY & ASSOCIATES, INC; AR/WS, INC.; AND MEAD & HUNT INC.

RECITALS

A. Due to the presence of human remains and other delays, the flood construction project is anticipated to begin construction in the spring of 2008.

B. Amendments to various professional service contracts are necessary to complete tasks associated with the 2006 Plan.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approves the attached Amendments to Professional Services Agreements contingent upon the execution of the State Revolving Loan Agreement and authorizes appropriations as follows:

- Amendment No. 1 to the Pacific Legacy agreement in the amount of $458,279 for data recovery and coordination with State and Federal regulatory agencies;
- Amendment No. 1 to the Swanson Hydrology + Geomorphology agreement in the amount of $189,361 for construction support;
- Amendment No. 2 to the Chaudhary & Associates Inc. agreement in the amount of $41,392 for additional design surveys;
- Amendment No. 3 to AR/WS Inc. agreement in the amount of $15,000 for continued services in managing acquisition and relocation funds;
- Amendment No. 3 to the Mead and Hunt, Inc. agreement in the amount of $299,843 for engineering and project coordination services.

Approved at a Regular Meeting of the St. Helena City Council on August 28, 2007 by the following vote:

AYES: Councilmembers Sklar, Schoch, Novak, Vice-Mayor Potter
NOES: None
ABSENT: Mayor Britton

APPROVED:

Joseph Potter, Vice-Mayor

ATTEST:

Delia Guijosa

Delia Guijosa, City Clerk

\\Sh\Data\Admin\Delia\Resolutions\Resolutions 2007\PSA's Various Flood.doc

Page 1 of 1

Attachment 2

STAFF REPORT

DATE: August 28, 2007

TO: Mayor and City Council

FROM: Bert Johansson, City Manager
Karen Scalabrini, Finance Director

RE: Flood Project contracts

BACKGROUND:

The design work for the 2007 Flood Project has been completed. Construction bids were received but those bids were rejected on July 31, 2007, at which time the Council provided direction to construct the flood project during the 2008 construction season.

One of the factors in rejecting the bids was the extent of archaeological materials located to date and the impacts future finds will have upon the construction schedule. To prepare for one year construction it would be beneficial to expand pre-construction activities by completing extensive archaeological work, utility removals, tree removals (before Feb. nesting season), Sulphur Creek stabilization design as requested by the Regional Board and other support and pre-construction services to minimize delays during construction.

DISCUSSION/ANALYSIS:

The following amendments to existing contracts are proposed:

Pacific Legacy in the amount of 458,279 to expand archaeological/cultural resources work. As originally proposed, Pacific Legacy would excavate between .01% to .17% of the deposits within the identified archaeological sites. The State Historical Preservation Officer, as part of the initial work, requested additional trenching and stripping of the deposits to at least 1% of the known deposits. As previously reported, the flood project is located within a rich archaeological area and the recovery of materials exceeded expectations. Five intact sets of human remains have been recovered and several more are anticipated – the goal is to recover these remains and other significant material prior to construction. The level of archaeological work has to account for the fact that the terrace grading will completely destroy identified sites. The scope of work includes mechanically excavating the terraces, the floodwall construction footprint within identified archaeological sites and the access road.

Swanson Hydrology in the amount of $189,361 for both pre-construction and construction activities. Some of their tasks are Regional Board permit conditions regarding Sulphur Creek confluence bank protection, supporting documentations necessary for various permits, nest surveys, training regarding California Freshwater Shrimp and California Red Legged Frog, and restoration and erosion controls.

Chaudary & Associates in amount of $41,392 to supply topographical survey work, preparation of appraisal maps and utility locations.

Associated Right of Way Services, Inc. in the amount of $15,000 to continue management of sixteen outstanding relocation claims.

Mead and Hunt in the amount of $299,843 for engineering services related to the Cultural Resource Demolition design support, additional field investigations that was not previously identified, modifications to the project design plans and specifications for project phasing, new set of plans and specifications for re-bid of single season contract, and the associated project management and coordination. Mead & Hunt is continuing to provide assistance with permitting, right-of-way, utilities, relocations and FEMA certification support. In addition, Mead & Hunt is continuing with the effort to address design details of the Sulphur Creek Bank Stabilization as required by the permit conditions with the State Regional Water Quality Control Board.

FISCAL IMPACTS:

Approval of all the amendments amounts to $1,003,875. Funds are currently available for these contracts; the majority of these costs are included in construction as part of the State Revolving Loan.

Possible sources for additional revenue include:

- Special assessment on project area
- Sale of remnant lands
- Grant funding from the State infrastructure bond fund
- FEMA pre-disaster hazard mitigation grant funds
- General Fund contribution

In September the Finance Director will bring to Council a proposal to start the Special Assessment process.

Once Congress approves the Federal Water Resources Development Act which has been approved by the House of Representatives, but is pending in the Senate, the City will be eligible to apply for State subvention funding.

REQUESTED COUNCIL ACTION:

1. Approve attached resolution approving amedments to professional services agreements with Swanson Hydrology, Mead and Hunt, Pacific Legacy, Associated Right of Way Services and Chaudhary and Associates.

ATTACHMENTS:

1. Resolution
2. Amendments to Professional Services Agreements.

Attachment 2

AMENDMENT NUMBER ONE TO AGREEMENT FOR PROFESSIONAL SERVCIES

THIS AMENDMENT NUMBER ONE (Amendment) is attached to and made a part of that certain Agreement for Professional Services (Agreement) dated June 27, 2006 by and between the CITY OF ST. HELENA, located in the County of Napa, State of California, a municipal corporation (CITY) and PACIFIC LEGACY, INC. (CONSULTANT)

Recitals

A. Pursuant to the terms of the written Agreement between City and Consultant approved by Resolution No. 2006-80, Consultant performs professional services for the City in connection with the St. Helena Flood Protection Project.

B. The Agreement was originally for $292,302 and includes services related to archeological data recovery and coordination with State and Federal regulatory agencies.

C. The intent of this Amendment is to extend Consultant's contract to add additional services and increase the contract amount.

D. City and Consultant desire to amend the Agreement to expand the "Scope of Services" and increase compensation for Services as set forth in this Amendment.

NOW, THEREFORE in consideration of the foregoing recitals and the mutual agreements of the parties herein, City and Consultant hereby agree as follows:

1. Section 1, Basic Services shall be amended to add:

Pacific Legacy, Inc. agrees to perform additional services set forth in attached Exhibit A, to Amendment One "Scope of Services" hereby made a part of this agreement.

2. Section 4, Compensation, subsection A, shall be amended to read:

For additional services listed in attached Exhibit A to Amendment No. One the contract amount shall be increased $458,279 as detailed in the Exhibit.

3. Section 3 of the Agreement entitled, "TIME FOR COMPLETION" shall be amended to read as follows:

The time for completion of services related to Exhibit A to Amendment No. One, "Scope of Services" shall be October 31, 2008.

4. Ratification of Agreement. The Agreement, as modified by this Amendment, remains in full force and effect and the City and Consultant hereby ratify the same. This Amendment shall be binding upon and inure to the benefit to the parties and their respective successors and assigns.

IN WITNESS WHEREOF, City and Consultant have entered into and executed this Amendment as of August 28, 2007.

CITY:
CITY OF ST. HELENA
A Municipal Corporation

Bert Johansson, City Manager

CONSULTANT:
John Holson Principal of
Pacific Legacy, Inc.

John Holson, Principal

APPROVED AS TO FORM:

Amy Valukevich, City Attorney

Date: Sept 12, 2007

ATTEST:

Delia Guijosa, City Clerk

Date: 10-2-07

Incorporated March 24, 1876
Re-Incorporated May 14, 1889

Attachment 2

Pacific Legacy Incorporated

Bay Area Division
900 Modoc Street
Berkeley, California 94707

Phone: 510.524.3991
Fax: 510.524.4419
www.pacificlegacy.com

Memo

SCOPE OF SERVICES
EXHIBIT A

To: St. Helena Staff

From: John Holson

Date: August 13, 2007

Re: Revised Scope of Work for St. Helena Flood Project

Per my discussions with City staff over the last three weeks, we are submitting a scope of work and budgets for additional archaeological work for the St. Helena Flood Control Project. As of today, we have completed hand excavation at the Vineyard Valley Mobile Home Park site, CA-NA-399. In addition to several features, we recovered five intact sets of human remains and several disarticulated fragments. In addition, the recovery of materials from four units exceeded our expectations based on the testing program in terms of the number and types of artifacts we collected. Our attached budget to mechanically excavate the terraces, the floodwall construction footprint within CA-NAP-399, the levee within CA-NAP-863, and the access road within CA-NAP-406 was based on the following:

1. Grading will take approximately 70 days to complete. We have budgeted to have two teams of archaeologists monitor the grading with the Native American monitor. In order to complete the work by October 15 in the Vineyard Valley Mobile Home Park, two backhoes will be used to remove soils at the same time.
2. We have budgeted for two teams of three archaeologists and volunteers to remove features and burials as they are encountered. This will happen concurrently during excavation. We have budgeted approximately one month for feature and burial removal.
3. We have included additional hours for reporting based on finding 15 sets of human remains. Artifact recovery and feature reporting has been based on person hours.

Procedures to be used for the mechanical stripping will those discussed in the Historic Properties Treatment Plan.

CA-NAP-413 and CA-NAP-863 will be destroyed completely. The deepest grading will be at CA-NAP-863 which appears to have a finish grade of 8 feet below the present land surface. CA-NAP-406 will be covered with spoils on the Hunter Parcel and partially removed by construction of the levee. It appears maximum depths of grading will be approximately 11 ft below the existing ground surface in the Vineyard Valley Mobile Home area. Approximately half of CA-NAP-399 lies within the construction zone. With these considerations in mind and based on discussions of doing additional trenching and mechanical stripping I have reworked the scope to satisfy SHPO concerns. The new scope will also provide a substantial amount of trenching and mechanical stripping prior to construction to reduce the likelihood of having to stop construction grading.

The additional work will conform to tasks/scope of services referenced in the original contract.

Attachment 2

St. Helena Data SHPO

Pacific Legacy -
Proposal Number:
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: Jun-07
End Date: December 2008
Pacific Legacy
Additional Work Required by SHPO and stripping

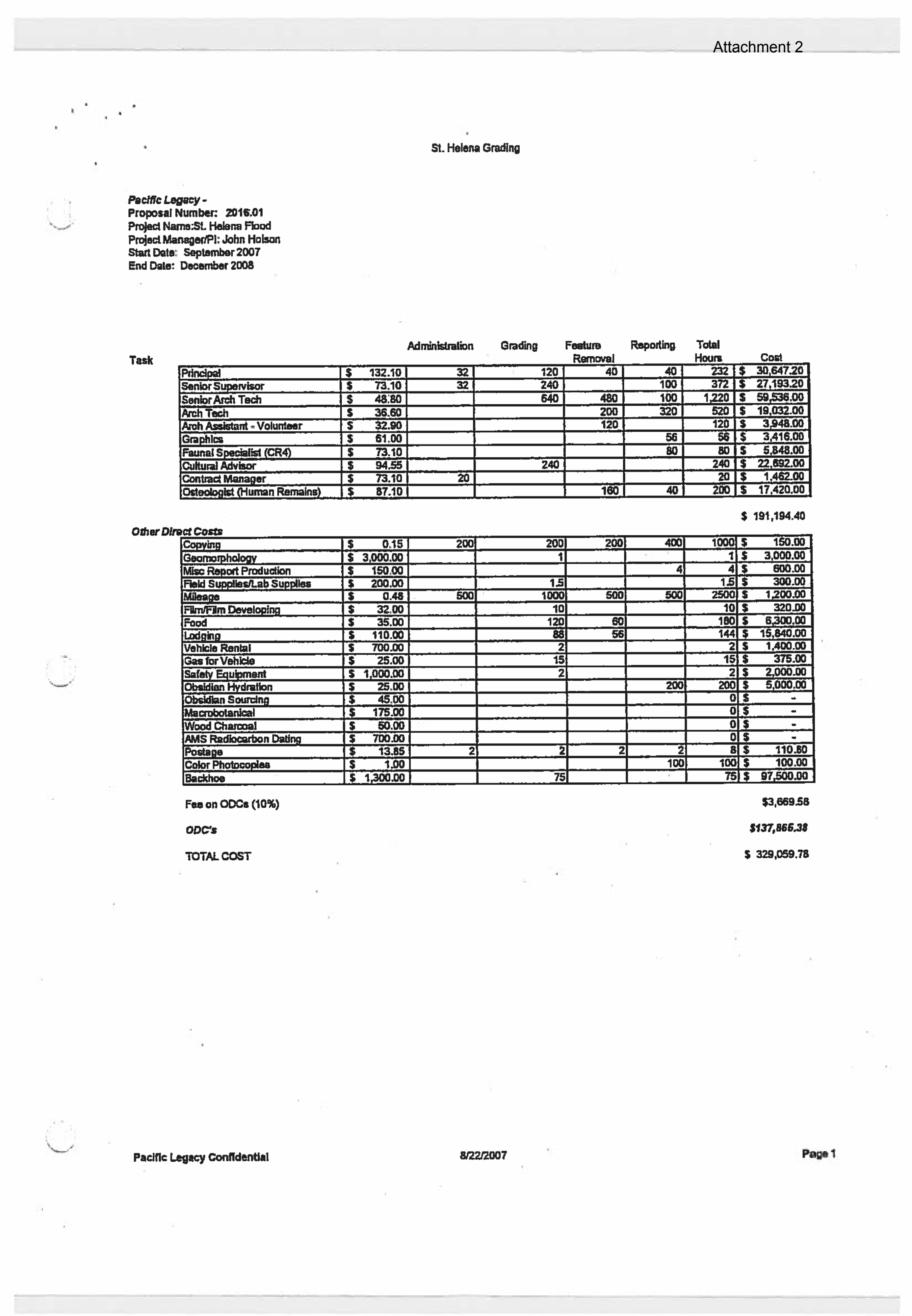
TASK/SITE Task		Admin	413	399	406	863	Lab Processing	Total Hours	Cost
Principal	$ 126.40	32	24	16	8	24	16	120	$ 15,168.00
Senior Supervisor	$ 78.10		48	40	24	40	40	192	$ 14,995.20
Senior Arch Tech	$ 58.30		96	80	48	80		304	$ 17,723.20
Arch Tech	$ 46.60		192	160	96	160	120	728	$ 33,924.80
Graphics	$ 60.50						16	16	$ 968.00
Faunal Specialist (CR4)	$ 68.00						40	40	$ 2,720.00
Cultural Advisor	$ 81.60		48	40	24	40		152	$ 12,403.20
Contract Manager	$ 70.00	24						24	$ 1,680.00
Osteologist (Human Remains)	$ 87.10		8				8	16	$ 1,393.60

$ 100,976.00

Other Direct Costs

Copying	$ 0.12	200						200	$ 24.00
Misc Report Production	$ 150.00							0	$ -
Field Supplies/Lab Supplies	$ 200.00							0	$ -
Mileage	$ 0.36	500	1000	1000	1000	1000		4500	$ 1,620.00
Film/Film Developing	$ 32.00							0	$ -
Food	$ 35.00		37	30	15	30		112	$ 3,920.00
Lodging	$ 85.00		45	37	22	37		141	$ 11,985.00
Vehicle Rental	$ 85.00	2	6	5	3	4		20	$ 1,700.00
Gas for Vehicle	$ 50.00		3	3	2	3		11	$ 550.00
Safety Equipment	$ 500.00							0	$ -
Obsidian Hydration	$ 25.00						100	100	$ 2,500.00
Obsidian Sourcing	$ 30.00						100	100	$ 3,000.00
Macrobotanical	$ 175.00						2	2	$ 350.00
Wood Charcoal	$ 50.00							0	$ -
AMS Radiocarbon Dating	$ 700.00							0	$ -
Postage	$ 13.85	2						2	$ 27.70
Color Photocopies	$ 1.00							0	$ -
Backhoe	$ 1,000.00							0	$ -

Fee on ODCs (10%)	$2,567.67
ODC's	***$28,244.37***
TOTAL COST	$ 129,220.37



Attachment 2

St. Helena Grading

Pacific Legacy -
Proposal Number: 2016.01
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: September 2007
End Date: December 2008

Task		Administration	Grading	Feature Removal	Reporting	Total Hours	Cost
Principal	$ 132.10	32	120	40	40	232	$ 30,647.20
Senior Supervisor	$ 73.10	32	240		100	372	$ 27,193.20
Senior Arch Tech	$ 48.80		640	480	100	1,220	$ 59,536.00
Arch Tech	$ 36.60			200	320	520	$ 19,032.00
Arch Assistant - Volunteer	$ 32.90			120		120	$ 3,948.00
Graphics	$ 61.00				56	56	$ 3,416.00
Faunal Specialist (CR4)	$ 73.10				80	80	$ 5,848.00
Cultural Advisor	$ 94.55		240			240	$ 22,692.00
Contract Manager	$ 73.10	20				20	$ 1,462.00
Osteologist (Human Remains)	$ 87.10			160	40	200	$ 17,420.00

$ 191,194.40

Other Direct Costs

Copying	$ 0.15	200	200	200	400	1000	$ 150.00
Geomorphology	$ 3,000.00		1			1	$ 3,000.00
Misc Report Production	$ 150.00				4	4	$ 600.00
Field Supplies/Lab Supplies	$ 200.00		1.5			1.5	$ 300.00
Mileage	$ 0.48	500	1000	500	500	2500	$ 1,200.00
Film/Film Developing	$ 32.00		10			10	$ 320.00
Food	$ 35.00		120	60		180	$ 6,300.00
Lodging	$ 110.00		88	56		144	$ 15,840.00
Vehicle Rental	$ 700.00		2			2	$ 1,400.00
Gas for Vehicle	$ 25.00		15			15	$ 375.00
Safety Equipment	$ 1,000.00		2			2	$ 2,000.00
Obsidian Hydration	$ 25.00				200	200	$ 5,000.00
Obsidian Sourcing	$ 45.00					0	$ -
Macrobotanical	$ 175.00					0	$ -
Wood Charcoal	$ 50.00					0	$ -
AMS Radiocarbon Dating	$ 700.00					0	$ -
Postage	$ 13.85	2	2	2	2	8	$ 110.80
Color Photocopies	$ 1.00				100	100	$ 100.00
Backhoe	$ 1,300.00		75			75	$ 97,500.00

Fee on ODCs (10%)	**$3,669.58**
ODC's	***$137,866.38***
TOTAL COST	**$ 329,059.78**

Attachment 3

CITY OF ST. HELENA

RESOLUTION NO. 2009-33

APPROVING AMENDMENT NO. TWO TO THE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC LEGACY INC. FOR WORK REALTED TO PHASE I CONSTRUCTION OF THE FLOOD CONTROL PROJECT

RECITALS

A. On June 27, 2006 the City of St. Helena entered into an agreement with Pacific Legacy Inc. for archeological data recovery and coordination with State and Federal regulatory agencies (Resolution No. 2006-80).

B. On August 28, 2007 Amendment One (Resolution No. 2007-101) was approved which extended the scope of services and increased the compensation.

C. With the upcoming flood construction contract award, the City needs to expand Pacific Legacy Inc.'s scope of work for completion of data (artifact) recovery and required cultural resources monitoring through construction.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approves Amendment No. Two to the Pacific Legacy Inc. contract, attached hereto and made part of the Resolution, for the flood archaeological work as described in Exhibit A to the Amendment, "Revised Scope of Work for the St. Helena Flood Project."

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2009 by the following vote:

AYES: Councilmember Sklar, Mayor Britton, Councilmember Sanchez
NOES: Councilmembers Crull, Schoch
ABSENT: None

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Guijosa

Delia Guijosa
City Clerk

Attachment 3

STAFF REPORT

CITY OF ST. HELENA

DATE: March 24, 2009

TO: Mayor and Council

FROM: Bert Johansson, City Manager

RE: Amendment to Contract with Pacific Legacy for flood project archaeological work

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BACKGROUND:

Pacific Legacy provides expertise and City compliance with the State Historical Preservation Officer cultural resources agreement that was put in place for the flood project. They estimate 30% more area to be investigated in addition to onsite construction monitoring.

DISCUSSION/ANALYSIS:

As previously reported, the flood project is located within a rich archaeological area and the recovery of materials exceeded expectations. Eighty-two intact sets of human remains have been recovered and fifteen more are anticipated – the goal is to recover these remains and other significant material prior to construction. The work will destroy current top of Napa River bank, as such it cannot begin until a construction contract has been awarded to build new flood protection features.

The level of archaeological work has to account for the fact that the terrace grading will completely destroy identified sites. The scope of work includes mechanically excavating the terraces, the floodwall construction footprint within identified archaeological sites and the access road.

Assuming a construction contract is awarded on April 14, 2009, Pacific Legacy needs to be prepared to begin work on April 15 in advance Phase I construction.

The scope of work is broken into two elements:

- removal of fifteen additional burial sites
- completion of data (artifact) recovery and required cultural resources monitoring through construction.

Please see attached memo from Pacific Legacy detailing scope of work.

Council should be aware there will be additional contract amendments for other consultants as part of construction; these will be brought to Council during the award of construction contract discussion on April 14, 2009. Pacific Legacy is brought forward at this juncture since they have to be ready to start work on April 15, 2009. If a construction contract is not awarded on April 14 Pacific Legacy will not receive authorization to proceed.

FISCAL IMPACT:

Tasks associated with burial recovery: $250,883

Tasks associated with data recovery and construction monitoring: $114,289.

Total contract amendment: $365,172

ALTERNATIVES:

1. Delay approval and incorporate into April 14, 2009, flood project discussion.

RECOMMENDED COUNCIL ACTION:

Adopt Resolution approving amendment number two for Pacific Legacy.

ATTACHMENTS/EXHIBITS:

Resolution

Amendment, Scope of Work

Attachment 3

CITY OF ST. HELENA

RESOLUTION NO. 2009-33

APPROVING AMENDMENT NO. TWO TO THE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC LEGACY INC. FOR WORK REALTED TO PHASE I CONSTRUCTION OF THE FLOOD CONTROL PROJECT

RECITALS

A. On June 27, 2006 the City of St. Helena entered into an agreement with Pacific Legacy Inc. for archeological data recovery and coordination with State and Federal regulatory agencies (Resolution No. 2006-80).

B. On August 28, 2007 Amendment One (Resolution No. 2007-101) was approved which extended the scope of services and increased the compensation.

C. With the upcoming flood construction contract award, the City needs to expand Pacific Legacy Inc.'s scope of work for completion of data (artifact) recovery and required cultural resources monitoring through construction.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approves Amendment No. Two to the Pacific Legacy Inc. contract, attached hereto and made part of the Resolution, for the flood archaeological work as described in Exhibit A to the Amendment, "Revised Scope of Work for the St. Helena Flood Project."

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2009 by the following vote:

AYES: Councilmember Sklar, Mayor Britton, Councilmember Sanchez
NOES: Councilmembers Crull, Schoch
ABSENT: None

Incorporated March 24, 1876
Re-Incorporated May 14, 1889

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Guijosa

Delia Guijosa
City Clerk

Attachment 3

AMENDMENT NUMBER TWO TO PACIFIC LEGACY, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NUMBER TWO (Amendment) is attached to and made a part of that certain Agreement for Professional Services (Agreement) dated June 27, 2006 by and between the CITY OF ST. HELENA and PACIFIC LEGACY, INC. (Consultant).

RECITALS

A. Pursuant to the terms of the written Agreement between City and Consultant approved by Resolution No. 2006-80, Consultant performs professional services for the City in connection with the St. Helena Flood Protection Project.

B. The Agreement was originally for $292,302 and included services related to archeological data recovery and coordination with State and Federal regulatory agencies.

C. The Agreement was amended on August 28, 2007 to expand the scope of services and increase the compensation ($458,279).

D. The intent of this Amendment No. Two is to extend Consultants' contract to add additional services and increase the contract amount.

NOW. THEREFORE, in consideration of the forgoing recitals and the mutual agreements of the parties herein, City and Consultant hereby agree as follows:

1. Section 1, Basic Services shall be amended to add:
Pacific Legacy, Inc. agrees to perform additional services set forth in attached Exhibit A, to Amendment No. Two, "Scope of Services" hereby made a part of this agreement.

2. Section 4, Compensation, subsection A, shall be amended to read:
For additional services listed in attached Exhibit A to Amendment No. Two the contract amount shall be increased $365,172 as detailed in the Exhibit.

The time for completion of services related to Exhibit A to Amendment No. Two Scope of Services" shall be on going through completion of construction.

Ratification of Agreement. The Agreement, as modified by this Amendment, remains in full force and effect and the City and Consultant hereby ratify the same. This Amendment shall be binding upon and inure to the benefit to the parties and their respective successors and assigns.

IN WITNESS WHEREOF, City and Consultant have entered into and executed this Amendment as of March 25, 2009.

CITY:
City of St. Helena
A Municipal Corporation

Karen Scalabrini, Interim City Manager

CONSULTANT:
Pacific Legacy, Inc.

John Holson, Principal

Approved As to Form:

Amy L. Valukevich, City Attorney

Attest:

Delia Guijosa, City Clerk

Date: June 22, 2009

Attachment 3

Pacific Legacy Incorporated

Bay Area Division
900 Modoc Street
Berkeley, California 94707

Phone: 510.524.3991
Fax: 510.524.4419
www.pacificlegacy.com

Memo

To: **St. Helena Staff**

From: John Holson

Date: November 18, 2008

Re: Revised Scope of Work for St. Helena Flood Project

We are submitting a scope of work and budgets for additional archaeological work for the St. Helena Flood Control Project. As of today, we have completed approximately 70 percent of the grading at CA-NAP-399. In addition to several features, we recovered 82 intact sets of human remains and several disarticulated fragments have been discovered. Our attached budget to mechanically excavate the remaining terrace at the Vineyard Valley site, the floodwall construction footprint within CA-NAP-399, the levee within CA-NAP-863, and the access road within CA-NAP-406 was based on the following:

1. Grading will take approximately 30 days to complete. We have budgeted to have two teams of archaeologists monitor the grading with the Native American monitor. In order to complete the work by the end of April in the Vineyard Valley Mobile Home Park, two backhoes will be used to remove soils at the same time. Work will focus on the flood wall to get that cleared as soon as possible.
2. We have budgeted for a team of three archaeologists to remove features and burials as they are encountered. This will happen concurrently during excavation. We have budgeted approximately one month for feature and burial removal. We have budgeted for 15 additional sets of remains.
3. We have included a separate budget to complete the data recovery at CA-NAP-406 and allow for two months of monitoring during construction. Since we will have removed the majority of the cultural deposit in the Vineyard Valley site, we do not anticipate the need for full-time monitoring of construction.
4. We have not included additional hours for reporting, we assume the costs can be negotiated after we complete the grading. We would like to have a budget in place for that by May, 2009 with a completion date of December 2009 for the draft report. We would focus on the burial analysis first so the remains can be reintered within a reasonable amount of time after construction.

Procedures to be used for the mechanical stripping will those discussed in the Historic Properties Treatment Plan. In an earlier memo, I have attached a schedule and targeted dates for completion. My understanding is that it is critical to have the work in the Vineyard Valley Mobile Home site and the terrace area within CA-NAP-863 completed by the end of April so construction can start May 1st, 2009.

With regard to the present budget, we have expended the authorized funding and as of yesterday have approximately $31,000 left in the budget. We would like to use this funding to start processing the materials we collected last year. Should you have any questions, I can be reached at 510-524-3991, ex. 1.

Central Coast & Business Division 1525 Seabright Ave. Santa Cruz, CA 95062 831-423-0588 831-423-0587 Fax

Attachment 3

St. Helena Finish

Pacific Legacy -
Proposal Number: 2016.01
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: April 2008
End Date: December 2008

assumes 15 more burials

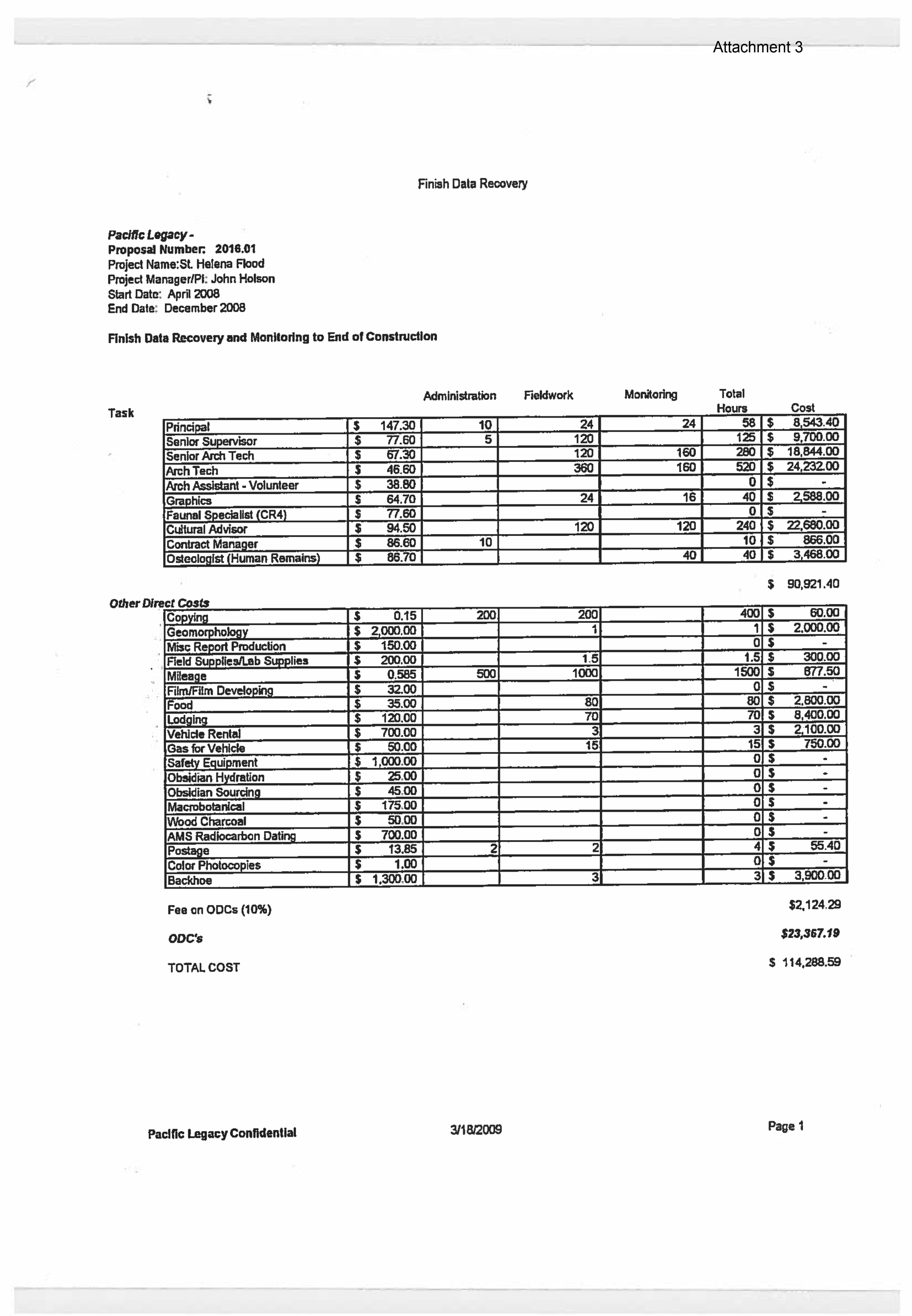
Task		Administration	Grading	Feature Removal	Total Hours	Cost
Principal	$ 147.30	32	80	24	136	$ 20,032.80
Senior Supervisor	$ 77.60	32	160	80	272	$ 21,107.20
Senior Arch Tech	$ 67.30		320	80	400	$ 26,920.00
Arch Tech	$ 46.60		320	160	480	$ 22,368.00
Arch Assistant - Volunteer	$ 38.80		80		80	$ 3,104.00
GIS/Graphics	$ 64.70				0	$ -
Faunal Specialist (CR4)	$ 77.60				0	$ -
Cultural Advisor	$ 94.50		160		160	$ 15,120.00
Contract Manager	$ 86.60	20			20	$ 1,732.00
Osteologist (Human Remains)	$ 86.70			160	160	$ 13,872.00

$ 124,256.00

Other Direct Costs

Copying	$ 0.15	200	200	200	600	$ 90.00
Geomorphology	$ 4,000.00		1		1	$ 4,000.00
Misc Report Production	$ 150.00				0	$ -
Field Supplies/Lab Supplies	$ 200.00		1.5		1.5	$ 300.00
Mileage	$ 0.585	500	1000	1000	2500	$ 1,462.50
Film/Film Developing	$ 32.00		10		10	$ 320.00
Food	$ 35.00		100	60	160	$ 5,600.00
Lodging	$ 120.00		88	60	148	$ 17,760.00
Vehicle Rental	$ 700.00		4	2	6	$ 4,200.00
Gas for Vehicle	$ 50.00		20	6	26	$ 1,300.00
Safety Equipment	$ 1,000.00		2		2	$ 2,000.00
Obsidian Hydration	$ 25.00				0	$ -
Obsidian Sourcing	$ 45.00				0	$ -
Macrobotanical	$ 175.00				0	$ -
Wood Charcoal	$ 50.00				0	$ -
AMS Radiocarbon Dating	$ 700.00				0	$ -
Postage	$ 13.85	2	2	2	6	$ 83.10
Color Photocopies	$ 1.00				0	$ -
Backhoe	$ 1,300.00		60		60	$ 78,000.00

Fee on ODCs (10%)	$11,511.56
ODC's	***$126,627.16***
TOTAL COST	$ 250,883.16



Attachment 3

Finish Data Recovery

Pacific Legacy -
Proposal Number: 2016.01
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: April 2008
End Date: December 2008

Finish Data Recovery and Monitoring to End of Construction

Task		Administration	Fieldwork	Monitoring	Total Hours	Cost
Principal	$ 147.30	10	24	24	58	$ 8,543.40
Senior Supervisor	$ 77.60	5	120		125	$ 9,700.00
Senior Arch Tech	$ 67.30		120	160	280	$ 18,844.00
Arch Tech	$ 46.60		360	160	520	$ 24,232.00
Arch Assistant - Volunteer	$ 38.80				0	$ -
Graphics	$ 64.70		24	16	40	$ 2,588.00
Faunal Specialist (CR4)	$ 77.60				0	$ -
Cultural Advisor	$ 94.50		120	120	240	$ 22,680.00
Contract Manager	$ 86.60	10			10	$ 866.00
Osteologist (Human Remains)	$ 86.70			40	40	$ 3,468.00
						$ 90,921.40
Other Direct Costs						
Copying	$ 0.15	200	200		400	$ 60.00
Geomorphology	$ 2,000.00		1		1	$ 2,000.00
Misc Report Production	$ 150.00				0	$ -
Field Supplies/Lab Supplies	$ 200.00		1.5		1.5	$ 300.00
Mileage	$ 0.585	500	1000		1500	$ 877.50
Film/Film Developing	$ 32.00				0	$ -
Food	$ 35.00		80		80	$ 2,800.00
Lodging	$ 120.00		70		70	$ 8,400.00
Vehicle Rental	$ 700.00		3		3	$ 2,100.00
Gas for Vehicle	$ 50.00		15		15	$ 750.00
Safety Equipment	$ 1,000.00				0	$ -
Obsidian Hydration	$ 25.00				0	$ -
Obsidian Sourcing	$ 45.00				0	$ -
Macrobotanical	$ 175.00				0	$ -
Wood Charcoal	$ 50.00				0	$ -
AMS Radiocarbon Dating	$ 700.00				0	$ -
Postage	$ 13.85	2	2		4	$ 55.40
Color Photocopies	$ 1.00				0	$ -
Backhoe	$ 1,300.00		3		3	$ 3,900.00

Fee on ODCs (10%)	$2,124.29
ODC's	***$23,367.19***
TOTAL COST	$ 114,288.59

Attachment 4

CITY OF ST. HELENA

RESOLUTION NO. 2009-131

APPROVING AMENDMENTS TO PROFESSIONAL SERVICE AGREEMENTS WITH JON LANDER; KLEINFELDER; MEAD & HUNT, INC.; AND PACIFIC LEGACY, INC.

RECITALS

A. Amendments to various professional service contracts are necessary to complete tasks associated with the City of St. Helena Comprehensive Flood Construction Project.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approves the attached Amendments to Professional Services Agreements and authorizes appropriations as follows:
    - Amendment No. 3 to Jon Lander in the amount of $75,000 for work as Resident Engineer on Phase II of the construction project.
    - Amendment No. 2 to Kleinfelder in the amount of $457,130 for increased costs due to the complexity of soil densification in Phase I and, Phase II geo-technical services.
    - Amendment No. 6 to Mead & Hunt, Inc. in the amount of $162,036 for Phase II design support services and completion of reports necessary for compliance with State and FEMA requirements.
    - Amendment No. 3 to Pacific Legacy, Inc. in the amount of $514,058 for increased archeological data recovery and completion of the State Office of Historic Preservation requirements as listed in the agreement between the City and SHPO.

Approved at a Regular Meeting of the St. Helena City Council on November 24, 2009 by the following vote:

AYES: Councilmember Sklar, Mayor Britton, Councilmembers Sanchez, Schoch, Crull
NOES: None

APPROVED:

Delford Britton, Mayor

ATTEST:

Delia Guijosa, City Clerk

Attachment 4

APPROVED FOR
CITY COUNCIL AGENDA
DATE: 11-19-09
CITY MGR:

CITY OF ST. HELENA

STAFF REPORT

DATE: November 24th, 2009

TO: Mayor and Council

FROM: Luc de Faymoreau, Flood Project Manager

RE: Flood Project Progress

BACKGROUND: Phase I of the flood project is nearing completion, with only the pump station completion and installation of pumps left to make it operational. The wall around the pump station is being built and the subsequent installation of electrical components and pump is planned for the coming weeks.

DISCUSSION: The pump station fence is just beginning, and we are concerned that Argonaut will fall behind schedule in installation of pumps and related electrical equipment. Given the good weather at this time, Argonaut should have an eye to wrapping things up, and in time for their planned completion on December 15th.

In addition to the pump station work, a number of other items remain on the punch list. These include gates, grates, drains, trash racks, and access to the pump station from VVMHP.

The pump station is vital however, and our efforts remain focused on that part of the project. The utility pole has been installed by PG&E and is ready to accept service as soon as the equipment serving the pumps is installed. This will require some coordination for inspection, equipment installation, and energizing.

The grass continues to grow on schedule as needed for erosion control.

A related issue at this council meeting are the Professional Service Agreements. Most flood project consultants to the City have requested additional funding for Phase II of this project. Although many of those agreements have been budgeted, no one has anticipated the current round of increases in consultant agreements.

Klienfelder, our geotechnical consultant is asking for a substantial increase in their budgeted amount, largely the result of the Pressure Grout Company's failure to meet their performance specification. The result of this failure has been that Klienfelder has needed to test more frequently, and reduce the interval of the tests conducted (more tests spaced closer together). The inevitable result is that their costs, both for the end of Phase I, and their anticipated costs for Phase II have increased dramatically. We are hoping to back bill Argonaut for some of those charges, since they are the contractor who hired the Pressure Grout Company to do the ground densification. Although this may mitigate the substantial cost increase, it does not eliminate it.

Mead and Hunt has projected an amount lower than what was budgeted for next year's work. We have a good working relationship with Mead & Hunt, and with their proposed amendment being lower than the budgeted amount, this is a positive note in this report.

Chaudhary & Associates have no proposed amendment to their contract, but they still have money allocated that has not been spent. We may indeed use their services, but it is not clear when or why at this time. Perhaps staking of the newly proposed Interpretive Trail will necessitate their services.

Jon Lander is proposing that his amendment be approved for the amount originally budgeted.

Waterways, our environmental consultant still has money remaining in their amended contract. They do not have a proposed amendment. However, they are responsible for the 10 years post construction monitoring. It is not clear if it is necessary to allocate funding now since the work will not begin until after the entire project is complete, but still a good idea to bring this important part of the project to everyone's attention.

Pacific Legacy is asking for a substantial amount of money in its proposed amendment. The reasons for this are best described in the memos written by John Holson, a partner of Pacific Legacy and the leader of the team working in St Helena. Primarily they are due to the large amount of cultural resources found at the lower terrace on the flood project. Initially, they thought they would find only 5 human remains, but it turns out they found 160. It is not clear how one estimates the number of potential finds, but since they found so many more than anticipated, the time involved was substantially greater. The hiring of large excavators to do their work, the increase in costs, the reporting necessary and interments all have contributed to the extra requested in this PSA.

<u>FISCAL IMPACT:</u> The professional service agreement amendments are significant in their costs. In particular, Klienfelder and Pacific Legacy are substantially higher than anticipated.

However, with Pacific Legacy in particular, these costs are difficult if not impossible to contain. We are required by State Historic Preservation Office and others to complete a cultural recovery, and that is not an option for the City. Pacific Legacy is asking for an additional $514,058.

With Klienfelder, it is possible that we can make some attempt to reduce costs next year, but we will have to forgo inspections of the Pressure Grout Company, perhaps not a wise decision considering their history. These two issues are inextricably bound, and there are consequences to either limiting inspections just as there are with removing Pressure Grout from the job. Klienfelder is asking for an additional$457,130, to cover both their overage on Phase I and to complete Phase II.

Please see the attached back up documentation.

AGREEMENT FOR CONSULTING SERVICES

THIRD AMENDMENT TO AGREEMENT BETWEEN
CITY OF ST. HELENA AND
PACIFIC LEGACY, INC.

THIS AMENDMENT NUMBER THREE (Amendment) is attached to and made a part of that certain Agreement for Professional Services (Agreement) dated June 27, 2006, by and between the CITY OF ST. HELENA, located in the County of Napa, State of California, a municipal corporation (City) and Pacific Legacy, Inc. (Consultant).

A. The City previously entered into an Agreement with Pacific Legacy to assist City with Cultural Resource services in conjunction with the St. Helena Flood Protection Project. Resolution No. 2006-80 approved the initial contract.

B. The Contract was first amended on August 28, 2007, with Resolution No. 2007-101 to expand the scope of services and increase the compensation.

C. Resolution Not. 2009-33, adopted on March 24, 2009, approved the Amendment No. 2 for the purpose of increasing compensation, and changes in scope of work associated with increased findings of resources within the project limits.

AGREEMENT

1. Section 1- Basic Services of the agreement shall be amended to add additional field work as detailed in Exhibit A, attached in the amount of $163,036.
2. Section 1- Basic Services shall also be amended to include the report writing and reburial of found artifacts as detailed in Exhibit B, in the amount of $351,022.

3. Section 4 of the agreement entitled "Compensation" shall be increased by $514,048 for additional work related to the Comprehensive Flood Construction Project.

IN WITNESS WHEREOF, the parties hereto have executed this as of the day and year first above written.

CITY OF ST. HELENA

By: Mary Neilan **Date:** 1-11-10

Mary Neilan, City Manager

PACIFIC LEGACY, INC.

By: **Date:** 1/7/2010

John Holson, Principal

Approved As to Form: **Attest:**

Amy L. Valukevich, City Attorney **Delia Guijosa, City Clerk**

Date: January 11, 2010

Attachment 4

Exhibit A

St. Helena Finish

Pacific Legacy -
Proposal Number: 2016.01 Task 1
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: June 2009
End Date: December 2009

assumes 15 more burials beyond 135

Task		Administration	Grading	Burial Removal	Total Hours	Cost
Principal	$ 147.30	10	60	32	102	$ 15,024.60
Senior Supervisor	$ 77.60	10	120	80	210	$ 16,296.00
Senior Arch Tech	$ 67.30		240	80	320	$ 21,536.00
Arch Tech	$ 46.60		240	160	400	$ 18,640.00
GIS/Graphics	$ 64.70				0	$ -
Faunal Specialist (CR4)	$ 77.60				0	$ -
Cultural Advisor	$ 116.45		120		120	$ 13,974.00
Contract Manager	$ 86.60	10			10	$ 866.00
Osteologist (Human Remains)	$ 99.80			80	80	$ 7,984.00

$ 94,320.60

Other Direct Costs

Copying	$ 0.15	200	200	200	600	$ 90.00
Geomorphology	$ 4,000.00		1		1	$ 4,000.00
Misc Report Production	$ 150.00				0	$ -
Field Supplies/Lab Supplies	$ 200.00		1.5		1.5	$ 300.00
Mileage	$ 0.550	500	2000	2000	4500	$ 2,475.00
Film/Film Developing	$ 32.00		10		10	$ 320.00
Food	$ 35.00		60	40	100	$ 3,500.00
Lodging	$ 120.00		75	40	115	$ 13,800.00
Vehicle Rental	$ 700.00		4	2	6	$ 4,200.00
Gas for Vehicle	$ 50.00		20	6	26	$ 1,300.00
Safety Equipment	$ 1,000.00				0	$ -
Obsidian Hydration	$ 25.00				0	$ -
Obsidian Sourcing	$ 45.00				0	$ -
Macrobotanical	$ 175.00				0	$ -
Wood Charcoal	$ 50.00				0	$ -
AMS Radiocarbon Dating	$ 700.00				0	$ -
Postage	$ 13.85	2	2	2	6	$ 83.10
Excavataor	$ 250.00		120		120	$ 30,000.00
Bull dozer	$ 150.00		16		16	$ 2,400.00
Backhoe	$ 150.00				0	$ -

Fee on ODCs (10%)	$6,246.81
ODC's	*$68,714.91*
TOTAL COST	$ 163,035.51

Attachment 4

Exhibit B

St. Helena Finish

Pacific Legacy -
Proposal Number: 2016.01 Task 1
Project Name:St. Helena Flood
Project Manager/PI: John Holson
Start Date: June 2009
End Date: December 2009

Write-up

Task		Administration	Analysis	Reporting	Total Hours	Cost
Principal	$ 147.30	10	40	80	130	$ 19,149.00
Lithic Specialist	$ 147.30		120	40	160	$ 23,568.00
Cultural Resouces Specialist 4	$ 77.60	10	120	40	170	$ 13,192.00
Cultural Resouces Specialist 3	$ 67.30		600	160	760	$ 51,148.00
Cultural Resouces Specialist 2	$ 46.60		600	160	760	$ 35,416.00
GIS/Graphics	$ 64.70		40	80	120	$ 7,764.00
Faunal Specialist (CR4)	$ 77.60		160	80	240	$ 18,624.00
Cultural Advisor	$ 116.45	24			24	$ 2,794.80
Contract Manager	$ 86.60	10			10	$ 866.00
Senior Osteologist (Human Remains)	$ 86.70		640	80	720	$ 62,424.00
Junior Osteologist (Human Remains)	$ 46.60		1,280	160	1,440	$ 67,104.00

$ 302,049.80

Other Direct Costs

Copying	$ 0.15	200	200	200	600	$ 90.00
Geomorphology	$ 4,000.00		1		1	$ 4,000.00
Misc Report Production	$ 500.00			2	2	$ 1,000.00
Lab Supplies	$ 200.00			2	2	$ 400.00
Mileage	$ 0.550	500			500	$ 275.00
Film/Film Developing	$ 32.00				0	$ -
Food	$ 35.00				0	$ -
Lodging	$ 120.00				0	$ -
Vehicle Rental	$ 700.00				0	$ -
Gas for Vehicle	$ 50.00				0	$ -
Safety Equipment	$ 1,000.00				0	$ -
Obsidian Hydration	$ 25.00			500	500	$ 12,500.00
Obsidian Sourcing	$ 45.00			300	300	$ 13,500.00
Macrobotanical	$ 175.00			20	20	$ 3,500.00
Wood Charcoal	$ 50.00			20	20	$ 1,000.00
AMS Radiocarbon Dating	$ 700.00			10	10	$ 7,000.00
Postage	$ 13.85	2		2	4	$ 55.40
Excavataor	$ 250.00				0	$ -
Bull dozer	$ 150.00				0	$ -
Backhoe	$ 200.00		6		6	$ 1,200.00

Fee on ODCs (10%) $4,452.04

ODC's ***$48,972.44***

TOTAL COST $ 351,022.24

Attachment 5

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on January 9, 2018 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Pacific Legacy (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Archaeological Collections Management from St. Helena Flood Control Project.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B, "Compensation", attached hereto and made a part hereof. Total compensation shall not exceed $86,800.10, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved, and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If the City disputes any charges or expenses, the City will return the original invoice to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant’s work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant’s work shall be deemed to have been accepted. City’s acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant’s work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
   1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
   2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
   3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, environmental engineer or other professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance.

D. Excess Limits. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. Primary Coverage. For any claims related to this contract the Consultants insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Consultants insurance and shall not contribute with it.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

G. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

H. Waiver of Subrogation. Consultant's commercial general liability, automobile liability, workers' compensation, and employer's liability policies shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.

I. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

J. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner or to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the “Work Product”) shall belong exclusively to City. The Work Product shall be considered a “work made for hire” within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, gender, gender identity and gender expression as protected categories specifically and expressively in that category, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant’s obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant’s direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant’s final invoice.

B. Consultant’s records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City:
City Manager
1480 Main Street
St. Helena, California 94574

To Consultant:
Pacific Legacy
Bay Area Division
Attn: John Holson
900 Modec Street
Berkeley, CA 94707
holson@pacificlegacy.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a wavier of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:	City:
By: _________________________________	By: _________________________
Name: _______________________________	Name: Mark T. Prestwich
Title:_________________________________	Title: City Manager

Approved as to Form:

By: ___________________________________
Name: Thomas B. Brown
Title: City Attorney

Exhibit A Attachment 5

December 6, 2016

Tracey Perkosky
Grants and Finance Manager
City of Saint Helena
1480 Main Street, Saint Helena, CA 94574

Re: Archaeological Collections Management from St. Helena Flood Control Project

Tracey,

Please consider this our proposal to prepare the archaeological collections for curation from four prehistoric sites excavated for the St. Helena Flood Control Project. The curatorial facility will be the David A. Fredrickson Archaeological Collections Facility at Sonoma State University (SSU). I have attached the required paperwork and facility's cataloging standards to this proposal. The collections are from CA-NAP-399, CA-NAP-406, CA-NAP-413, and CA-NAP-863. Our report titled "Archaeological Data Recovery at CA-NAP-399, CA-NAP-406, CA-NAP-413, and CA-NAP-863for the St. Helena Flood Protection Project, City of St. Helena, Napa County, California (2013)" contains Appendices A through D which are the catalogs for the archaeological materials for each site.

We have completed a preliminary inventory of boxes of material we have collected from the testing, data recovery, and monitoring phases of the project. We have 23 boxes of material collected from the testing and controlled excavation and an additional 13 boxes of material from the monitoring effort. The boxes are standard bankers' boxes, each 1 cubic foot in volume. Further, we have 127 groundstone items (mortars, pestles, worked stone) that were collected during the monitoring effort. The quantity of the material collected is quite large due to the fact that all four sites were totally graded away.

All of the burial associated material was reburied at Wappo Park. The largest collection is flaked stone artifacts. Table 10-1 (page 104 of our report) shows the count of flakes stone artifacts from each site. Between 2,100 and 2,500 projectile points, bifaces, unifaces, drills, edge-modified flakes, cores, core tools and abraders were collected. Each of these items will have their own accession number (we have already assigned a catalog number but need to add the SSU number). They will also have to be rebagged and the accession number marked on the artifact. Approximately 300,000 pieces of debitage (pieces of flaked stone discarded during artifact manufacture) can be accessioned in lots rather than individual pieces. The groundstone will have to be marked on the artifact and a tag attached. Seed, bone, shell, and charcoal specimens will also have to be bagged and marked.

Task 1 – Cleaning and Cataloging
All artifactual material in the collection would be cataloged with the following exceptions.

Debitage. We propose retaining a sample of the massive quantity of debitage recovered from primarily CA-NAP 399. Curated material would be from the control units only and not the monitoring effort. The most technologically diagnostic debitage is generally the large-size fractions (over ½-inch diameter), with decreasing technological value for smaller sizes. This is particularly true of quarry and near-quarry assemblages, where debitage tends to represent early stages of artifact manufacture characterized by larger flakes and shatter. We would retain only a 20% sample by weight for curation. Given the large quantities of flakes in these size

Exhibit A Attachment 5

fractions, a 20% sample should provide an adequate reflection of the larger assemblage. We would set aside the non curated material for disposition according to the wishes of the Mishewal Wappo Tribe of Alexander Valley and the City. Each bag each debitage would be cataloged in lots for curated material.

Groundstone. We propose only to keep a sample of the most complete specimens or unusual examples of mortars, pestles, charmstones, or other groundstone artifacts. All specimens will be photographed prior to repatriation. We will include the photographs in the documentation for the site. Materials to be repatriated would be done in consultation with the Mishewal Wappo Tribe of Alexander Valley.

Cataloging. This would involve the identification and cataloging for permanent curation of materials. We will have to rebag materials with archival quality packaging as identified in the SSU curation policy (see attached) depending on the type of material. The most time consuming portion of the project is tagging and marking the artifacts.

Task 2 – Curation Preparation

This would include printing documentation (e.g. field notes, maps, catalogs, photos, reports) on archival paper. We would generate of an electronic artifact catalog in Microsoft Acces, with paper copies for SSU. This also includes boxing artifacts for curation in archival bankers' boxes and deliver to SSU. We will follow the guidelines for curation contained in the SSU curation policy. At present, it costs $1200.00 per box for curation. We estimate the collection will be 25 boxes.

Task 3 - Repatriation

We have included funds to packaging and delivery of materials to be repatriated to St. Helena. We will also prepare a supplemental report and site record indicating where the collection is curated and what was repatriated.

I have attached a budget by task which are inclusive of curation costs. As for the material to be repatriated, we would propose reburial at Wappo Park with the other materials which were reburied. If you have any questions, please do not hesitate to contact me.

John Holson
Principal

Exhibit A Attachment 5

ACC #: ______________________

SITE #: ______________________

P#: ______________________

AGREEMENT FOR CURATION OF ARCHAEOLOGICAL COLLECTIONS

David A. Fredrickson Archaeological Collections Facility, Bldg. 29
Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, California 94928
Office: (707) 664-2015 Fax: (707) 664-4155 Email: gibsone@sonoma.edu

1. The purpose of this Curation Agreement is to allow for the permanent curation (i.e., *in perpetuity*) of all materials curated under this accession number. This means that unless warranted by unusual circumstances the collection, in its entirety and including associated documentation, shall be permanently housed at this facility, and will remain intact and not transferred to another facility. State and federally owned collections require written authorization from the appropriate agency before any transfer.

2. Archaeological materials curated under this Agreement must derive from northern California contexts or otherwise relate to northern California research questions. In certain situations, collections derived from other localities may be accepted on a case-by-case basis. In that event, prior approval for permanent curation must be obtained from the Collections Manager, David A. Fredrickson Archaeological Collections Facility (the Facility).

3. The Facility will not accept for curation any collection(s) that contains human remains, funerary objects, items that are known or believed to be sacred, or materials that may be defined as items of cultural patrimony pursuant to Public Law 101-601 and 43 CFR Part 10, the Native American Graves Protection and Repatriation Act or NAGPRA (25 U.S.C. Sec. 3001 *et seq*.). It is the submitter's responsibility to determine if a collection contains materials that are subject to NAGPRA compliance. Before a collection is accepted for permanent curation, the submitter must certify ***in writing,*** on page 4 of this agreement, that: (a) the collection has been examined for the presence of human remains, funerary objects, items that are known or believed to be sacred, or materials that may be defined as items of cultural patrimony, and (b) all such items have been removed in their entirety from the collection prior to its arrival at the Facility. If such items are discovered in collections that are offered to the Facility for permanent curation, the Collections Manager will not accept those collections and will notify the submitter that the entire collection must be re-examined and the classes of material defined must be removed. Curation fees on returned collections will be refunded. Collections may be re-submitted for permanent curation after the conditions set forth in this section have been met. Any reworking of a collection will be at the submitter's expense. The certification will become a part of the collection's permanent documentation. **No collection will be accepted for permanent curation at the Facility without this certification.**

4. Archaeological materials requiring a controlled environment, special care or equipment, or conservation treatments (i.e., climate, humidity, or temperature controls; insect-proof storage cabinets; chemical applications, etc.) will not be accepted for permanent curation at the Facility.

5. The Facility will not accept for permanent curation a collection that has been treated with pesticides or other potentially dangerous chemicals.

6. Collections **MUST** be accompanied by provenience data. Such documentation necessarily includes an artifact catalog (submitted as hard copy and printed on acid free paper) and originals or legible copies of field notes and journals, level/feature/layer/context records, maps, charts, field drawings, slides, photographs, and other documentation as appropriate (particularly that describing artifact provenience). If applicable, originals or copies of burial records should be included as part of the documentation package. A photo log(s) printed on acid free paper must accompany all photographic materials. Photographic contact sheets, negative holders, and all slides must be marked by a photo number, and must be stored in archival quality polyethylene holders. Electronic copies of artifact catalogs written in Microsoft Excel or Access are required. Collection documentation materials will be counted as part of the total number of boxes constituting the collection.

7. A hard copy of the final report(s) printed on acid free paper describing, analyzing, or interpreting the collection materials **MUST** be submitted ***with the collection*** as part of the documentation. This is ***in addition*** to a report submission to the Northwest Information Center of the California Archaeological Inventory.

8. To be accepted for curation, all materials must be thoroughly cleaned and air-dried before cataloging. Exceptions include fragile artifacts or ones that may be damaged by cleaning (i.e., beads, metal, soft organic materials such as leather or fabrics, bulk residue samples, etc.). Specific items, such as diagnostic artifacts and tools, must be individually inked with permanent catalog numbers using Facility accession numbers. The Facility will provide accession numbers (e.g., 2004-9) upon request. **On all excavation projects, each site must have its own individual accession number and must be identified by its permanent State of California trinomial and/or P number. Collections will not be accepted without reference to at least one of these numbers.**

Catalog numbers written on individual items must be legibly marked using permanent waterproof ink. The location of the number should not be on a ground or worked surface or edge. The ink must contrast with the background of the item (i.e., white on black or vice versa). The number must be sealed using a clear acrylic glaze, preferably Acryloid B-72. The four-digit year must be written out. When inking and cataloging artifacts and collections do not include redundant data, such as unit or feature numbers, within the catalog number (e.g., 2004-9-CU1-Fea2-5 is not acceptable). The only accepted inking format for a catalog number for collections is 2004-9-5, where 2004-9 is the accession number and –5 is the catalog number.

Individual items must be placed in plastic zip-lock bags with paper provenience tags placed inside the bag. The tags should be computer generated and printed on museum quality acid free paper. At a minimum the tags should include the site number, provenience, catalog number, and keyword description, and should be positioned inside the bags so that the information is clearly visible. Do not write on the plastic bags. It is required that all plastic zip-lock bags are at least 4 mil in thickness. It is required that museum quality acid-free boxes be used for collection containers. Unsealed bags or containers and paper bags will not be accepted. Soil samples should be thoroughly air-dried and placed in labeled and stapled double thick paper bags (the only allowed use of paper bags in a collection). So called ‘parts bins’ or ‘bankers bins’ (approximately 12”x 4”x4”) are accepted when used to group similar or previously bagged items. Oversized artifacts that do not fit into a standard archive box must be inked with the correct catalog number. Properly labeled acid free string tags may be used instead of directly inking catalog numbers onto fragile or very small artifacts such as beads. All cataloged fragile artifacts must be carefully placed in sturdy containers cushioned with archival quality materials.

Separate catalog numbers are to be used for each different group of unmodified items (i.e., debitage, faunal and shellfish remains, flotation/charcoal/soil samples, etc.) from a single level of an excavation unit. That is, one catalog number can be used for all debitage from the same level of a unit. Different groups of items must be placed in separate containers (i.e., plastic zip-lock bag, cardboard box, etc.) with acid-free paper provenience tags placed inside the container. At a minimum the tags should include the site number, unit number, depth, catalog number, and keyword description.

All catalog numbers in a collection must be accounted for. If an item is initially assigned a catalog number and is then subsequently deleted or discarded from a collection, describe it in as much detail as possible in the catalog fields and type “discarded” in the Remarks field on the catalog next to that number. Remember to also enter its “Discard Weight” in the appropriate field. If a catalog number is otherwise not used, type “unused number” in the Remarks field. Leave all other data fields empty for this entry. These entries will help alleviate concerns regarding possible missing items during future collection inventories or research investigations. The last entry or number used in a collection must be indicated as such on the catalog.

Exhibit A Attachment 5

9. Individual items and groups of items must be appropriately packaged within the collection to facilitate their retrieval for inventory, examination, study, or exhibit. Collections must be organized in one of two ways: 1) by artifact class then by catalog number within each class, or 2) numerically by catalog number.

10. Materials must be packed in standard acid-free archive boxes (15”x12”x10”) with lids and must be appropriately grouped and packed with respect to weight and fragility. No box is to weigh more than forty (40) pounds. Box content data should be written on the front of each box. These data should include the site number, accession number, contents, range of catalog numbers in a prehistoric collection or context and feature in a historical collection, and box number (box 1 of 5, etc.). Documents should be packed in the final archive boxes of the collection. Special arrangements, and corresponding fee adjustment, will be made for small collections that do not require the standard box size. The use of museum quality, acid-free archive boxes is required.

11. Bulky items such as oversized groundstone or some historic-period materials that do not fit into standard archive boxes are charged on a per box basis as appropriate by weight. They will be counted as part of the total number of boxes constituting the collection. Examples include: a 40-lb. groundstone item will equal one archive box; a two-foot long historic artifact weighing 10 lb. will equal one-quarter of an archive box.

12. Curation fees are a non-refundable, one-time charge of $1200.00 per standard archive box. **The firm or institution submitting the collection(s) to the Facility for permanent curation is responsible for meeting ALL curation obligations, including fee payments, getting Curation Agreements signed, certifying NAGPRA compliance, and organizing documentation with a final report. Collections will not be accepted until all conditions are satisfied. FEES ARE PAYABLE AT OR BEFORE THE TIME A COLLECTION IS SUBMITTED WITH NO EXCEPTIONS. Checks or money orders should be made payable to Sonoma State University Academic Foundation, Inc. Original signed Curation Agreements are due when the collection is submitted.**

13. Collections must be properly arranged and cataloged as stated in this Agreement. The submitter agrees to reimburse the Facility at a rate of $45.00 per hour for recataloging or significantly reorganizing a collection.

14. Once a collection is accepted for permanent curation, it is understood that fees paid for the collection are used solely to curate the materials *in perpetuity*. That is, the curation fees are ‘fees for service’; the Facility does not ‘buy’ the collection by charging for curation. Although the Facility will have possession of the collection, control of a collection is not transferred to the Facility upon its acceptance for curation. Until a *Deed of Gift* is recorded, the collection remains the property of the legal landowner from where it originated. Public agency collections remain the property of that agency.

15. It is understood that the Facility reserves the right to lend, study, exhibit, research, and publish any material submitted for curation or for the documentation of collections. The Facility recognizes and respects the proprietary interests of submitters to whatever initial publication rights may be involved UP TO TEN YEARS FROM THE DATE THE MATERIAL IS ACCEPTED for curation.

16. No charge is made for access to collections for legitimate research or for educational and/or scientific purposes. However, prior arrangements must be made with the Collections Manager before access to the collection(s) is granted. This policy is subject to change at any time and without notice. Persons or institutions that make use of the collections do so with the understanding that any publications or other product resulting from the collection’s use will include public acknowledgement of the Facility. The user will provide a copy of the product to the Facility.

17. A copy of this agreement **MUST BE SIGNED** by the legal owner of the collection and included with the collection documentation **BEFORE** acceptance of the collection by the Facility.

18. List special problems or concerns regarding the collection on the Continuation Sheet. Complete this section *only after consultation with the Collections Manager* ***before*** *the collection is submitted.*

Exhibit A Attachment 5

NAGPRA CERTIFICATION

I certify that no items listed in Section 3 of this Agreement are present in this collection.

____
Signature **Date**

____
Printed Name

_______________________________(____)_______________
Affiliation **Business Phone**

****

I, as legal owner of this collection or their lawful agent, accept all the conditions listed in this Agreement:

____
Signature Date

____
Printed Name

____
Agency or Affiliation

____
Address

____
City, State, Zip Code

(____)_______________________ (____)_______________
Business Phone Fax

___________________________ http://_______________
Email Address Web Site (optional)

***** FOR OFFICE USE ONLY *****

____
Received By Date Accession # # Boxes

____
IT Memo/Invoice # IT Memo/Invoice Date Total Fees Paid Date Paid Check #

____
Inventory Date Inventory By

____
Additional Fees Reason(s) for Additional Fees

Exhibit A

Attachment 5

CONTINUATION SHEET:

Exhibit B

Attachment 5

PACIFIC LEGACY INC. COST ESTIMATE

St. Helena Curation

LABOR

	Hourly Rate	Hours	Amount
Administration			
CR7 Principal Investigator, Holson	$181.90	8	$1,455.20
Contract Manager	$98.80	8	$790.40
Cr 4, Supervisor	$85.60	4	$342.40
CR 2, Archaeological Technician	$55.70	5	$278.50
Task 1 Cleaning/Cataloging			
CR7 Principal Investigator, Holson	$181.90	16	$2,910.40
Faunal Specialist	$118.10	80	$9,448.00
CR 4, Supervisor	$85.60	40	$3,424.00
CR3, Specialist	$72.60	160	$11,616.00
CR 2, Archaeological Technician	$55.70	160	$8,912.00
Illustration/Photography	$85.60	80	$6,848.00
Task 2 - Curation Preparation			
CR 2, Archaeological Technician	$55.70	80	$4,456.00
Task 3 -Repatriation of Artifacts			
CR7 Principal Investigator, Holson	$181.90	4	$727.60
CR3, Specialist	$72.60	16	$1,161.60
	Total Labor		$52,370.10

OTHER DIRECT COSTS	Unit Cost	Number	Amount
Curation Supplies	$1,000.00	1	$1,000.00
Curation	$1,200.00	25	$30,000.00
Misc	$300.00	1	$300.00
		SUBTOTAL OTHER COSTS	$31,300.00
		FEE ON COSTS	$3,130.00
		TOTAL OTHER COSTS	**$34,430.00**
		TOTAL BUDGET	**$86,800.10**

Attachment 6

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution of the Council of the City of St. Helena authorizing: (1) an agreement for professional services with Pacific Legacy for a total not to exceed amount of $86,800.10; and (2) a transfer from the General Fund Reserves to Fund 235 in Fiscal Year 2017/18 for $40,000.

RECITALS

A. One component of the St. Helena Flood Control Project ("Project") was the excavation of four prehistoric sites; and

B. Pacific Legacy has been working with the City since 2006 on this project; and

C. The Archeological data recovery is required by the State Historical Preservation Office; and

D. Additional work is required by Pacific Legacy to complete the curation of the archaeological collections; and

E. The total cost for this service is not to exceed $86,800.10.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The City Council approves the contract with Pacific Legacy, for a total contract amount not to exceed $86,800.10, and

2. The City Council authorizes the City Manager to execute the agreement on behalf of the City; and

3. The City Council authorizes a transfer from the General Fund Reserves to Fund 235 in Fiscal Year 2017.

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Koberstein: ___________

Councilmember Dohring: ___________

Councilmember Ellsworth: __________

APPROVED: ATTEST:

____
Alan Galbraith, Mayor

____
Cindy Tzafopoulos, City Clerk

MINUTES
City of St. Helena
*AGENDA AMENDED (12/7/17)
Regular City Council Meeting
Tuesday, December 12, 2017 @ 6:00 PM
Vintage Hall Board Room - Second Floor
465 Main Street, St. Helena

A complete video recording of this meeting, except for closed session, can be found at https://sthelena.civicweb.net/Portal/ or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

Present: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

Absent: None

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mayor Galbraith noted during the December 12, 2017, Special Closed Session meeting there was no reportable action taken on items 4.1, 4.3 and 4.4 . In regards to item 4.2, the City Council did direct staff to review the City's standard condition of approval relating to legal indemnification and potential incentives and support for housing in St. Helena.

4. PUBLIC FORUM:

Glen Smith, John Miliken, Chuck Vondra and Wendall Ladeley addressed the City Council.

5. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

City Manager Mark Prestwich provided a SHAPE Committee update.

Finance Director April Mitts provided a City annual audited financials update and will present the findings at the January 23, 2018 City Council meeting.

Planning Director Noah Housh provided a status update on the General Plan EIR RFP.

Public Works Director and City Engineer Erica Ahmann Smithies provided an update related to the recent PG&E work in the area. New Utilities Manager Felix Hernandez III was introduced and provided a water taste and odor update.

Councilmember Ellsworth shared his ideas about community fundraising to address the City facilities needs.

Vice Mayor White announced that NVTA has gone live with the smart app named "Ride the Vine" for all shuttle service.

6. STAFF BRIEFING

None

7. CONSENT ITEMS

Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

Item 7.1 was pulled from Consent.

7.1 ~~*Amended (12/7/17)~~
~~Consideration and proposed approval of a resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement and Sewer Main Reimbursement Agreement~~

7.2 Consideration and proposed approval of a resolution 2017-161 authorizing the City Manager to execute an Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane

CEQA Determination: Not a CEQA project
Prepared By: Carlos Uribe, Maintenance Manager
Recommendation:
Staff recommends the City Council approve the attached Resolution authorizing the City Manager to execute a Memorandum of Understanding (MOU) between the Regents of the University of California and the City of St. Helena for the Pollinator Garden located at 1492 Library Lane

7.3 Consideration and proposed approval of Meeting Minutes of:
August 22, 2017 Regular Meeting Minutes
November 14, Regular Meeting Minutes
November 15, 2017 Special Meeting Minutes
November 28, 2017 Regular Meeting Minutes
Prepared By: Cindy Tzafopoulos, City Clerk

7.4 Consideration and Proposed Approval of a Resolution 2017-162 Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends the approval of a Resolution Rescinding Resolution No. 2016-122 and Adopting Investment Policy P-FI-0002 - 2017 for the City of St. Helena.

7.5 Consideration and proposed approval of a resolution 2017-163 authorizing the City Manager to Execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, in an amount not to exceed $92,160.

CEQA Determination: Not a CEQA project
Prepared By: Allison Mattioli, Management Analyst
Recommendation:
Staff recommends Council adopt the attached resolution, authorizing the City Manager to execute an agreement with Beehive Industries, LLC for asset management software, implementation, and licensing, for a four-year term, with annual payments of $23,040, with a not to exceed amount of $92,160.

Item 7.6 was pulled from Consent.

7.6 ~~Resolution authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed $234,511.00, including contingencies.~~

7.7 *New Item
Consideration and proposed approval of a resolution 2017-165 1) authorizing the City Manager execute an agreement with Kosmont Companies for real estate and municipal financial advisory services in an amount not to excceed $45,000 and 2) authorizing a Fiscal Year 2017/18 budget increase of $45,000 to 101-4300-2130 to be taken from General Fund Reserves

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Staff recommends Council adopt the attached resolution, authorizing the City Manager to execute an on-call agreement with Kosmont Companies for Municipal Advisory and Real Estate services in an amount not to exceed $45,000 and authorizing a Fiscal Year 17/18 budget increase of $45,000 to 101-4300-2130 to be taken from General Fund Reserves.

Vice Mayor Peter White moved to approve Consent items 7.2 through 7.5 and

7.7. The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

7.1 *Amended (12/7/17)
Consideration and proposed approval of a resolution 2017-160 approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement and Sewer Main Reimbursement Agreement

CEQA Determination: Exempt from CEQA pursuant to Section 15332, which exempts projects characterized as in-fil development when the project is consistent with the general plan and zoning; occurs within city limits on less than five acres; has no valuable habitat; won't cause any significant environmental effects; and can be served by existing public services
Prepared By: Erica Ahmann Smithies, Public Works Director and City Engineer
Recommendation:
Approve the attached resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement, Deferred Improvement Agreement, and Sewer Main Reimbursement Agreement

Public Works Director and City Engineer Erica Ahmann Smithies reported on this item. It was also noted the sewer main reimbursement agreement was removed from this item and will be considered at a later date as a public hearing item and will be publicly noticed.

No public comment was received.

Vice Mayor Peter White moved to adopt a resolution approving the Final Map for Sulphur Springs Subdivision Parcel Map and authorizing the City Manager to execute the Subdivision Improvement Agreement and Deferred Improvement Agreement as amended removing the sewer reimbursement agreement. The motion was seconded by Councilmember Geoff Ellsworth and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth

NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

7.6 Resolution 2017-164 authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed $234,511.00, including contingencies.

CEQA Determination: Not a CEQA project
Prepared By: Noah Housh, Planning & Community Improvement Director
Recommendation:
It is recommended that the City Council approve a resolution to authorize the City Manager to execute an agreement with Dudek to draft an EIR for the Hunter Residential Subdivision project for a total amount not to exceed $234,511.00, including contingencies.

Planning Director Noah Housh reported on this item.

Mayor Galbraith called for public comment.

John Miliken, Chuck Vondra, Vicky Bradshaw, Ann Nivero and Wendall Ladeley addressed the City Council.

Mayor Galbraith closed public comment.

Dudek Senior Project Manager Brian Grattidge addressed the City Council.

Planning Director Noah Housh provided clarification on this item.

Mayor Galbraith called for public comment.

John Miliken and Ann Nivero addressed the City Council.

Mayor Galbraith closed public comment.

Vice Mayor Peter White moved to adopt a resolution authorizing the City Manager to execute an agreement with Dudek to complete the Hunter Residential Subdivision Environmental Impact Report (EIR) for a total amount not to exceed $234,511.00, including contingencies. After further file review Dudek may come back before the City Council for potential additional budget. The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, and Councilmember

Mary Koberstein
NOES: Councilmember Paul Dohring and Councilmember Geoff Ellsworth
ABSENT: None
ABSTAIN: None
RECUSE: None

8. PUBLIC HEARINGS

None

9. NEW BUSINESS

9.1 California Municipal Financial Health Diagnostic Informational Report on the City of St. Helena

CEQA Determination: Not a CEQA project
Prepared By: April Mitts, Finance Director
Recommendation:
Receive and File Report to the City Council of The California Municipal Financial Health Diagnostic.

Finance Director April Mitts provided an introduction to this item and introduced Financial Consultant Mark Walsh who then provided a presentation.

No public comment was received.

9.2 Informational Update on St. Helena Elm Tunnel Management Plan

CEQA Determination: Not a CEQA project
Prepared By: Carlos Uribe, Maintenance Manager
Recommendation:
Review and provide direction to staff.

Mayor Galbraith called for a break.

Mayor Galbraith reconvened the meeting.

Maintenance Manager Carlos Uribe reported on this item.

Mayor Galbraith called for public comment.

Beautification Foundation Member Susanne Ortega and Glen Smith addressed the City Council.

Mayor Galbraith closed public comment.

The City Council directed staff to come back with a proposal for a new Elm Tunnel management plan.

9.3 Review and Approval of City Council's Housing Solutions Goal and 12-Month Objectives

CEQA Determination: Exempt
Prepared By: Mark T. Prestwich, City Manager
Recommendation:
Review and approve 12-Month objectives associated with the City Council's Housing Solutions goal.

City Manager Mark Prestwich reported on this item. It was also noted the title of the goal has been updated to "Stabilize, Maintain and Improve Access to Housing".

No public comment was received.

Vice Mayor Peter White moved to adopt the City Council's housing solutions goal and 12-month objectives. (See Attachment 1, page 10). The motion was seconded by Councilmember Mary Koberstein and on roll call carried by the following vote:

AYES: Mayor Alan Galbraith, Vice Mayor Peter White, Councilmember Paul Dohring, Councilmember Mary Koberstein, and Councilmember Geoff Ellsworth
NOES: None
ABSENT: None
ABSTAIN: None
RECUSE: None

10. ITEMS LIKELY TO BE PLACED ON THE NEXT OR FUTURE MEETING AGENDA:

January:
1. Little League Contract Amendment - Recreation
2. ADA Policy - HR
3. New K9 Vehicle - PD
4. General Plan EIR award of contract - Planning
5. Follow-up to the 11/15 Emergency Preparedness Community Workshop - Admin
6. City Council review of annual intergovernmental assignments – Admin
7. Municipal Financial and Real Estate Advisory Services award of bid - Admin

11. ADJOURNMENT

Mayor Galbraith adjourned the meeting at 8:38 p.m.

The December 12, 2017 meeting minutes were adopted at the January 9, 2018 regular City Council meeting.

APPROVED:	**ATTEST:**
______________________________	______________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

3-YEAR GOALS & 12-MONTH STRATEGIC OBJECTIVES

November 2017 – November 2018

3-YEAR GOAL: Improve and Maintain Safe and Reliable City Infrastructure with a Commitment to Environmental Stewardship & Public Health						
DUE DATE	**WHO**	**WHAT**	**STATUS**			**COMMENTS**
			DONE	ON TARGET	REVISED	
1. By January 31, 2018	City Engineer + Mayor Galbraith & Vice Mayor White	Prepare and present 5-year street capital improvement program (CIP) to City Council for approval.				
2. By April 30, 2018	City Engineer + Public Works Project Manager (Lead)	Prepare construction bid documents for Oak Avenue bathroom project.				
3. By June 30, 2018	City Engineer (Lead) + HR/IT Director	Implement Public Works Asset Management Software.				
4. By August 31, 2018	City Engineer	Identify the scope of work and funding requirements necessary to complete tertiary upgrade to City's wastewater facility.				
5. By October 31, 2018	Planning & Community Improvement Director (Lead) + Recreation Director + Mayor Galbraith and Vice Mayor White + Two Parks & Recreation Commissioners + Landscape Architect	Develop a community supported plan and funding strategy to renovate Lyman Park post submittal of SHAPE Committee recommendations.				
6. By October 31, 2018	City Engineer	Initiate construction of the Upper York Creek Dam removal project.				

7. By October 31, 2018	City Engineer (Lead) + Finance Director	Identify the funding requirements and strategy to provide for long term maintenance and repair of City sidewalks.				
8. By May 30, 2018 (and annually thereafter)	City Engineer	Complete annual update of the citywide CIP.				
9. By March 31, 2018	City Engineer	Initiate design of Crinella Pump Station improvement.				
10. By August 31, 2018	City Engineer	Initiate Kennedy Court/La Quinta Repaving Project				
11. By March 31, 2018	City Engineer	Complete RFP and Initiate Water and Sewer Master Plan.				
12. By April 30, 2018	City Attorney (Lead) + City Engineer + Councilmembers Dohring and Ellsworth	Evaluate feasibility of modifications to existing agreements with large water users to establish firm caps in order to safeguard water supply.				
13. By November 30, 2018	Finance Director (Lead) + City Engineer + Councilmembers Ellsworth and Dohring	Follow through on Ad Hoc Utility Rate Committee observations • Begin process to understand and optimize data capture and collection to potentially consider rate tiers and surcharges and improve rate equity among users and ratepayers • Install wastewater meters for wineries and other users with unique characteristics to improve cost of service/fee nexus				

3-YEAR GOAL: Enhance Organizational Performance

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 31, 2018	Planning & Community Improvement Director (Lead) + Mayor Galbraith and Vice Mayor White + Planning Commission Chair Kistner	Complete RFP, recommend/approve consultant and initiate preparation of an Environmental Impact Report for City General Plan.				
2. By October 31, 2018	HR/IT Director + Consulting Attorney	Complete update to Employee Handbook and present to the City Council recommended updates to City Policies.				
3. By August 31, 2018	City Clerk (Lead) + HR/IT Director	Complete RFP, recommend/approve consultant and funding to complete document scanning in order to deploy public portal within City website to access City records via laserfiche.				
4. By August 31, 2018	City Building Inspector (Lead) + Planning & Community Improvement Director + Councilmember Ellsworth and Vice Mayor White	Implement a robust Code Enforcement Program that is efficient, readily understandable, and predictable by updating code provisions and establishing dedicated staff resources (funding) to it and provide recommendations for improving the adjudicatory process.				
5. By September 30, 2018	Staff Planner (Lead) + Planning & Community Improvement Director,	Review and document status and scale of large existing non-conforming businesses within the community.				
6. By September 30, 2018	Planning & Community Improvement Director (Lead) + Councilmembers Dohring and Koberstein + Architect (TBD)	Draft and present citywide design guidelines to the City Council for adoption and provide recommended improvements to design review process.				

7. By August 31, 2018	HR/IT Director	Prepare/present to the City Council an employee succession plan and/or strategies to help retain employees and minimize turnover costs.				
8. By April 30, 2018	Finance Director	Implement Forensic Audit recommendations on policy and procedure improvements.				
9. By November 30, 2017	Finance Director	Complete water contracts compliance review.				
10. By April 30, 2018	City Clerk (Lead) + City Manager + Councilmember Dohring and Mayor Galbraith	Review and update City Council Protocols/Rules of Conduct.				
11. By December 31, 2017	Police Chief + Fire Chief (Lead)	Conduct community Post-Fire Community workshop to solicit citizen emergency preparedness suggestions + prepare/present to the City Manager and City Council.				
12. By April 30, 2018	Police Chief	Complete 21 days of directed enforcement to improve compliance with Truck Ordinance.				
13. By June 30, 2018	Police Chief	Recruit and train a second session of Police Volunteers to compliment the 6 current Volunteers, bringing the number to at least 10.				
14. By October 31, 2018	Police Chief	Conduct semi-annual bicycle safety campaigns to include media outreach, public education, and bike rodeos.				
15. By July 31, 2018	Planning & Community Improvement Director (Lead) + Councilmembers Dohring and Koberstein + Member of Planning Commission	Introduce pre-application conferences for Planning Applicants				
16. By June 30, 2018	Planning & Community Improvement Director (Lead) + City Attorney	Prepare recommended updates to City's Sign Ordinance.				

3-YEAR GOAL: Ensure Long Term Economic Sustainability While Safeguarding St. Helena’s Unique Culture & Quality of Life

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By May 31, 2018	City Manager + Public Works Management Analyst	Complete SHAPE Committee analysis and near and long-term plan for funding, construction/renovation/disposition of civic assets.				
2. By June 30, 2018	Finance Director (Lead) + City Engineer + Planning & Community Improvement Director + Recreation Director + Willdan	Complete and present for City Council adoption Impact Fee Study.				
3. By September 30, 2018	Finance Director + Councilmember Ellsworth	Present for City Council consideration a policy and procedure to receive charitable gifts and endowments on behalf of the City.				
4. By March 31, 2018	Finance Director + Consultant + SHAPE Committee	Complete update to Long Range Financial Forecast taking into consideration city facilities condition assessment.				
5. By June 30, 2018	Fire Chief (Lead) + HR/IT Director	Identify options/solutions to ensure continuity of part-time fire operations.				
6. By January 31, 2018	Finance Director + Consultant	Complete the California Municipal Financial Health Diagnostic tool.				

7. By July 31, 2018	City Manager (Lead) + Planning & Community Improvement Director + Council Members Koberstein and Dohring+ Chamber of Commerce + Two Planning Commissioners (as needed) + Property owners	Obtain fresh insights/community input and develop local solutions to revitalize downtown to create resilience, including: • Work with local merchants and property owners to catalogue and understand issues and forces related to vacant and underutilized commercial space; • Intervene to assist in securing tenants for vacant buildings; • Take advantage of Urban Land Institute Advisory Services & American Institute of Architects Programs; and • Review and evaluate Zoning Code to evaluate opportunities that improve processes for businesses to open and operate.				
8. By June 30, 2018	Finance Director (Lead) + City Manager	Present to City Council for review, a General Fund operating budget option with conservative assumptions that maintains a minimum General Fund reserve of 35-40%.				
9. By October 31. 2018	Finance Director	Complete financial recovery tasks related to 2017 Fire Complex.				
10. By August 31, 2018	City Manager + City Council	Evaluate SHAPE Committee recommendations and identify next steps				
11. By April 30, 2018	Finance (Lead) + City Manager	Evaluate and present options to increase City revenue for City Council consideration.				

3-YEAR GOAL: Commit to Full Public Participation, Ongoing Communication & Regional Collaboration

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 30, 2017	City Manager + HR/IT Director (Lead)	Launch & manage quarterly community newsletter.				
2. October 2017 Forward	City Council + City Manager + All Department Directors	Encourage active and diverse participation in government affairs.				
3. October 2017 Forward	City Council + City Manager + All Department Directors	Utilize a process oriented decision-making style to: • Create meaningful opportunities for citizen and community engagement (Ad Hoc Water Rate Committee model), considering magnitude of the undertaking • Develop alternative forums for informal discussion, Council question and answer • Utilize standing committees / commissions as fact finders and resources to develop recommendations on targeted issues within their area of expertise • Leverage knowledge, ideas and manpower of residents, non-profits, and special interest groups				
4. By June 30, 2018	City Manager + Council Member Ellsworth + LAFCO Executive Officer	Invite a representative from Napa County and the communities of Calistoga, Angwin, Yountville, Napa, American Canyon and Vallejo to a meeting to discuss approaches to how to initiate regional engagement/dialogue on housing, transportation, environmental impacts, water, etc.				
5. By January 31, 2018	Police Chief	Establish monthly “Coffee with a Cop” open forum gatherings.				
6. By September 30, 2018	City Engineer	Conduct a public workshop to solicit community feedback on the concept of a comprehensive approach to improving traffic and pedestrian safety.				

7. By December 12, 2017	City Arborist in consultation with Beautification Committee	Review and provide City Council with informational update on Elm Tunnel Management Plan informational in consultation with Beautification Committee.				
8. By April 30, 2018	HR/IT Director	Prepare and complete Request for Proposals (RFP) process for City website update and present options to City Council for consideration.				

3-YEAR GOAL: Stabilize, Maintain and Improve Access to Housing

DUE DATE	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By January 15, 2018	City Manager (Lead) + Vice Mayor White + Council Member Koberstein	Present City Council with recommended professional staffing strategy and citizen-based decision making strategy to achieve the objectives of the adopted goal.				
2. January 15 – February 28, 2018	Professional Staff (Lead) City Manager + Vice Mayor White + Council Member Koberstein	Prepare white paper on community housing needs, constraints and solutions drawing from multiple existing sources including, without limitation: adopted Housing Element, published demographic and economic data, community case studies, RHNA numbers, Calderon requirements, City ADU and second home data, housing needs analysis documents, stakeholder interviews, review of existing City regulatory powers, treatises, innovative programs, revenue sources and best practices. Prioritize work force housing component findings and rent stabilization issues– see items 4 and 8 below.				Address housing in terms of life cycle and economic needs, as well as regulatory mandates
3. By February 28, 2018	City Manager (Lead) + Vice Mayor White + Council Member Koberstein	Identify and present for City Council consideration: tax, impact fee, other revenue and finance measures; and interim zoning regulations consistent with CA Code 65858 that require prioritization due to budgetary or other time constraints and/or unmitigated threats to housing and transportation				Includes revisit of Ad Hoc Revenue Committee recommendations and survey information
4. February 28, 2018	City Manager + Consultant + City Attorney + Vice Mayor White + Council Member Koberstein	Present findings regarding existing work force housing need and quantify work force housing/transportation generation characteristics; and regulatory mitigation measures. Present proposed interim ordinance for Council consideration and potential adoption (requires 4 votes)				

5. By March 15, 2018	City Manager + Facilitator Jean Holsten + Consultant	Convene community meeting to discuss white paper findings regarding housing needs, constraints and to brainstorm solutions related to City regulatory/intervention strategies and other strategies related to maintenance of existing and development of new housing stock.				
6. By March 31, 2018	City Council	Convene a citizen-stakeholder based Housing Task Force Committee to review and prioritize recommendations received by Housing consultant.				
7. By April 15 – September 15, 2018	Task Force + Housing Consultant + City Manager	Build on white paper and item #5 to identify actionable and achievable short and long-term housing solutions; evaluate use/sale of public land assets, if any, based on SHAPE Committee recommendations.				Use focus groups, surveys and other participatory means as deemed appropriate.
8. By April 30, 2018	City Manager + City Attorney+ Vice Mayor White + Council Member Koberstein	Evaluate and recommend for City Council consideration rent stabilization ordinance options to maintain mobile home park as affordable housing option.				
9. By May 1, 2018	Citizens Housing Task Force + Housing Consultant	Provide City Council with recommendations on time sensitive regulatory and finance solutions to address housing objectives.				Finance solution recommendations may feed into budget considerations
10. By May 1 - September 1, 2018	City Manager + Vice Mayor White + Council Member Koberstein	Introduce work plan and items for Council action on item #9				
11. By September 30, 2018	Citizens Housing Task Force + Housing Consultant	Provide City Council with recommendations on long-term housing solutions to address housing objectives.				

12. By November 30, 2018	City Manager + Vice Mayor White + Council Member Koberstein	Introduce work plan and items for Council action on item #11.				

CITY OF ST. HELENA

Report to the City Council
Council Meeting of January 9, 2018

Agenda Section: **<u>Consent</u>**

Subject: **Consideration of a resolution approving out-of-state travel for Administrative Services Manager Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Government Finance Officers Association (GFOA), founded in 1906, represents public finance officials throughout the United States and Canada. The association's more than 18,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. The GFOA's mission is to enhance and promote the professional management of governmental financial resources by identifying, developing, and advancing fiscal strategies, policies, and practices for the public benefit. The GFOA has accepted the leadership challenge of public finance. To meet the many needs of its members, the organization provides best practice guidance, consulting, networking opportunities, publications including books, e-books, and periodicals, recognition programs, research, and training opportunities for those in the profession.

DISCUSSION

The GFOA Annual Conference is a professional development conference featuring opportunities for sharing ideas, sharpening skills, learning new tools and technologies, and networking with peers from across Northern America and around the world.

Administrative Services Manager Mandy Kellogg has received a scholarship from GFOA to attend this conference – the scholarship waives the $380 registration fee. The City is responsible for other travel costs including airfare, hotel, meals, and incidentals. Funds for conference attendance are included in the adopted FY 2017/18 budget.

City Council Resolution 85-44 requires City Council approval for staff to attend out-of-state conferences.

FISCAL IMPACT

Funds to attend the GFOA training are included in the FY 2017/18 Finance Department Budget. It is estimated total costs for the conference will not exceed $1,600. Costs include flights, hotel, transportation, meals, and incidentals.

RECOMMENDED ACTION

Staff recommends the City Council adopt the resolution approving out-of-state travel for Administrative Services Manager Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018.

ATTACHMENTS

Attachment 1 - Resolution

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution approving out-of-state travel for Administrative Services Manager Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018.

RECITALS

A. City Council Resolution 85-44 requires City Council approval for staff to attend out-of-state conferences; and

B. The Government Finance Officers Association (GFOA) hosts an annual professional development conference; and

C. The GFOA Annual Conference will be held May 6-9, 2018 in in St. Louis, Missouri; and

D. Attending the GFOA Annual Conference will be beneficial for Administrative Services Manager Kellogg and the City of St. Helena; and

E. Administrative Services Manager Mandy Kellogg has received a scholarship waiving registration fees for the conference; and

F. Funds for conference transportation, lodging, meals, and incidentals is available in the Finance Department’s adopted FY 2017/18 budget.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Approves the out-of-state travel for Administrative Services Manager Mandy Kellogg to attend the Government Finance Officers Association (GFOA) Annual Conference in St. Louis, Missouri, May 6-9, 2018.

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Dohring: ___________
Councilmember Koberstein: ___________

Councilmember Ellsworth: ___________

APPROVED: ATTEST:

___________________________ ___________________________
Alan Galbraith, Mayor Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

Report to the City Council
Council Meeting of January 9, 2018

Agenda Section: **New Business**

Subject: **Proposed Mission Statement and Work Plan for the Active Transportation and Sustainability Committee**

CEQA Determination: **Not a CEQA project**

Prepared By:

Reviewed By:

Approved By:

BACKGROUND
During the August 9, 2016 City Council Meeting Staff requested direction from City Council related to the various committee vacancies. During this discussion, City Council determined that the Active Transportation and Sustainability Committees could be successfully merged into one committee provided the existing committee members were amenable. Following discussion with the existing committee members who were all supportive, Staff merged the committees and created the Active Transportation and Sustainability Committee and the first meeting of the new committee was held on September 7, 2016. Following the merger committee members and the Chair desired to develop a new mission statement and work plan for the committee's next term. Staff has worked with the committee to develop a draft mission statement and, following the appointment of the newest committee members, worked to draft a proposed committee work plan. In order to align committee interests with Council direction, Staff and committee members are seeking input and approval from City Council on both of these items.

DISCUSSION
The proposed mission statement developed by the committee and approved at the June 7, 2017 Active Transportation and Sustainability committee is as follows:

> *To engage in the process of information sharing, stakeholder engagement, public input and consensus building in order to provide viable options and creative solutions to transportation and sustainability issues to the City of St. Helena City Council.*

The proposed work plan includes the following:

Active Transportation

- Continue to Develop and Promote Bicycle Safety and Education Programs
- Work with Caltrans to Improve Bicycle and Pedestrian Crossings on Highway 29
- Participate in the Planning and Development of the Napa Valley Vine Trail St. Helena Segment
- Assist Staff in Prioritizing Sidewalk Repairs and Improvements

Environmental Sustainability and Resource Management

- Explore the Feasibility of Creating a Climate Action Plan
- Review Past Programs and Projects for Success and Failure
- Explore Creating and Promoting Organic Gardening/Agriculture Programs

City Council Interaction

- Provide Quarterly Updates to City Council for Feedback

FISCAL IMPACT

There is no fiscal impact to the City related to approving a mission statement or a work plan for the Active Transportation and Sustainability Committee.

RECOMMENDED ACTION

Discuss and provide direction to Staff and the committee regarding the proposed mission statement and work plan.

Report to the City Council

Council Meeting of January 9, 2018

Agenda Section: **New Business**

Subject: **Consideration and approval of a resolution: (1) Authorizing the Police Department to accept a new Police K9 from CJ's Police K9's, purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; (2) authorizing the designated Handler to attend the initial 4-week K9 Handler training at a cost not to exceed $7,500; (3) authorizing a budget increase to 279-4900-2145 in the amount of $7,500 from Fund 279 fund balance; and (4) authorizing an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year.**

CEQA Determination: **Not a CEQA project**

Prepared By: William Imboden, Chief of Police

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The Police Department has had a successful and productive K9 program for the previous six years. K9 Djino was purchased overseas and supplied to the Department by Dan Moore, a K9/Handler training specialist based out of Concord, CA. The working life span of a Police K9 is 6-9 years depending on the health of the dog. Djino has experienced some medical issues, including the loss of vision in one eye, and he is ready to retire. Police K9s are dual purpose dogs (Patrol Work and Narcotic Detection) and are relied upon to provide protection to the Handler. With his age and physical limitations, Djino is not capable of fulfilling all the duties of a Police K9 anymore. These medical conditions accelerated his retirement date to December 24th, 2017.

DISCUSSION

The Police K9 is a valuable tool for the Police Department and provides a great benefit to the City of St. Helena. Working dogs assist in searches for missing people, lost articles (evidence, weapons, clothing, etc), narcotics, and suspects as well as providing protection to the Handler, assisting in arrests, and assuming risks to minimize danger to Officers. Just their presence at a scene provides another level of command and control for the Officers.

Djino has been used to search for missing persons, apprehend dangerous suspects, search for narcotics, trail fleeing suspects, and many other tasks. He has also been introduced to class after class of students at the Primary, Elementary, Middle and High schools and makes a great conversation starter for kids who want to talk to the Officer.

The Police Department contracted with Dan Moore to provide Djino and the initial Handler Training (at a cost of $10,344.00) and conduct monthly maintenance training for and additional $6,000 per year. The training is held in Concord, requiring the handler to travel a significant distance to attend. When Djino's handler, Officer Steve Peterson advised the Department that Djino was ready to retire, the Department began to research other K9 providers in the area. The Napa County Sheriff's Office uses CJ's Police K9s to provide their dogs as well as their monthly maintenance training, which is conducted in Napa County. St. Helena's K9 will be invited to attend the local training and work closely with another local agency, establishing a working relationship that will provide fringe benefits to the City.

CJ's Police K9's travels to Europe to hand-select the dogs they believe will be the best fit for their client agencies. They then match the K9 to the Handler and put them through four weeks of initial training that consists of Obedience, Socialization, Searches, Narcotic Detection, Patrol Work, and Tracking. This initial training is an additional cost above the cost of purchasing the K9.

CJ's Police K9's submitted a quote of $8,500 (+ sales tax of $722.50) for a new K9, and $5,000 for the four-week initial Handler training, for a total of $14,222.50. Additionally CJ's Police K9 will conduct the monthly maintenance training (two 4-hour sessions per month) at a cost of $6,000 per year. In order to attend the training in Marin County the new K9 handler will need to be housed near-by for the duration of the school, at an estimated cost of $2,500.

The Police Department was able to secure a grant in the amount of $9,222.50 from the Sean M. Walsh K9 Memorial Foundation for the cost of purchasing a new Police K9. The Sean M. Walsh K9 Memorial Foundation was founded in 2011 by Cheryl Walsh, after her son Sean was killed in action in Afghanistan. Sean Walsh's dream in life was to be a Police K9 Handler. After his death Cheryl made it her passion to help other Police Officers become K9 Handlers by assisting agencies with their programs' needs. The Sean M. Walsh K9 Memorial Foundation is a 501c3 organization comprised entirely of volunteers.

The Police Department maintains a budget for Asset Forfeiture money collected from adjudicated crime cases. Fund 279 is restricted for public safety purposes, and historically used by the Department for narcotics detection, prevention, and education related items and equipment. This Fund currently has a balance of $58,745.00 and can cover the remaining cost of $7,500 for the initial four week Handler training.

The monthly maintenance training is currently budgeted for in the Police Department FY 17/18 Annual Operating Budget at a total cost of $6,000, as are potential costs for medical services for the K9 at $3,000.

City staff is currently researching options for a replacement K9 vehicle due to age and excessive mileage. State Citizens Option for Public Safety (COPS) funding is available to fund the cost of the replacement K9 vehicle.

FISCAL IMPACT

Staff recommends a budget increase to account #279-4900-2145 in the amount of $7,500 to pay for the initial four week Handler Training. These funds will come from Fund 279 fund balance and will not impact the City General Fund.

RECOMMENDED ACTION

Staff recommends approval of a resolution: (1) authorizing the Police Department to accept a new Police K9 from CJ's Police K9's, purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; (2) authorizing the designated Handler to attend the initial 4-week K9 Handler training at a cost not to exceed $7,500; (3) authorizing a budget increase to #279-4900-2145 in the amount of $7,500 from Fund 279 fund balance; and (4) authorizing an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year.

ATTACHMENTS

Attachment 1
Attachment 2

Dear Saint Helena PD,

Thank you for inquiring about your Department's new K-9 from CJ's Police K-9s. We are excited at the prospect of adding your department to our growing list of agencies currently under contract with us!

CJ's Police K-9s is a company built around selecting and training some of the finest, toughest, hardworking K-9s currently working the streets. With over 25 years of experience, knowledge, an unsurpassed training regiment, and unbeatable guarantee, we are recognized as one of the best law enforcement K-9 suppliers/trainers in the world. Our dogs are known for their intellect, skill, speed, confidence, persistence, loyalty, and all out drive to assist their handlers. As a result, we have supplied Law Enforcement agencies with superb K-9s worldwide. Our program has proved to be highly successful. We provide agencies throughout the United States, as well as countries abroad, with top notch K-9s.

Our company's success starts with our critical, extremely selective process to select K-9s worldwide to be candidates as potential K-9s for our clients. To be selected, our K-9s go through extensive testing to ensure that they have the qualities we believe are mandatory in a effective and dependable law enforcement K-9.

Next, we focus on proper placement. We find the right K-9 for the job you need them for. In addition, we aim to suit the perfect K-9 with your department's handler. Unlike our competitors, who are simply trying to fill orders, we take a personal approach and attempt to pair K-9s with handlers that have similar personality traits, experience, and energy drives.

Finally, we tackle training. We aim to prepare both with the training and skills to overcome the challenges they will encounter on the streets. With that goal in mind, we focus on creating realistic situations in every aspect of our K-9/handler training, such that your Department's K-9/handler tean will be highly capable. Your dog, having been put through a series of strict exercises including those involving a variety of flooring, heights, difficult terrains, tight spaces, and those in close proximity to other K-9s and livestock, in public places, near children and around gunfire will be dependable and efficient. Purchasing and/or training your new K-9 will minimize your liability, be extremely effective, trustworthy, highly capable and confident, and most importantly, help to better serve your community.

Upon purchase, if your department opts for the handler course, your dual purpose K-9 and handler will enroll in our next scheduled 160 hour training academy. The 4 week course will focus on the preparation and completion of the POST standards for a dual purpose team.

The course consists of the following, but not limited to:

A. Obedience

K-9 and handler practice and fine tune drills
On and off leash
Effective command presentation
Proper corrections
Obedience drills in crowds, distractions of livestock, other K-9s, food, etc.
Gunfire
Heights
Diverse flooring

B. Socialization

Petting of K-9 by children
Family life
Approach by strangers
Walking by crowds

C. Building and Field Searches

(The K-9 will follow Department's guidelines and policies and will be trained and rewarded for execution of correct Department's policy).

Searches in variety of realistic settings
Observe and critique searches of working K-9s and handler teams
Small spaces
Dark spaces

D. Narcotic Detection

K-9 will be proficient in detection of the following:

Cocaine
Methamphetamine
Marijuana
Heroine
Other substances on request

Depending on department's policy, alert will either be aggressive or passive.

Aggressive alert:

Scratch boxes may be used to practice scratch
Luggage, lockers, automobiles, buses, concealed air tight containers, etc. will be utilized.

Passive alert:

K-9 will alert handler by sit, point, etc. upon detection of scent.

E. Patrol work

Protection and control work
Handler protection
Utilization of door pop
Apprehension of suspect on handler command
Apprehension w/ loud noises- including gunfire
Apprehension in distracting scenarios
Apprehension in confined spaces
Apprehension inside of vehicle
Call off
Running call out
Bark and hold
Concealed sleeve

F. Tracking

K-9 will detect and follow required scent
K-9 will be able to detect scents several hours after the suspect has left the scene of the crime.
K-9 will be agile and capable of searching diverse terrains
K-9 will be dependable for reasonably long distances
K-9 will be able to track children and trustworthy upon locating children.
*(Unless told otherwise, tracking course is an additional cost)

Upon purchase of your K-9, you will be given an updated immunization record, hips/ elbow x-rays, a pedigree if applicable, and a copy of CJ's Police K-9s guarantee. Our guarantee is one of the best in the business. For the first year, your K-9 will have a 100% good health guarantee, excluding Department's negligence; meaning that the K-9 will be replaced by a K-9 of the same caliber if the first K-9 cannot perform due to a pre-existing condition as determined by a certified veterinarian. After one year, K-9 comes with a 50% good health guarantee; meaning that the K-9 will be replaced by a K-9 of equal caliber at 50% of the original price. K-9 will have good teeth at time of purchase, (but Teeth and Cancer are not included in the health guarantee.)

K-9 comes with a **lifetime performance guarantee** if training is under contract with CJ's Police K-9s. If training in conducted through an outside trainer, there are no performance guarantees, due to the fact that although we have complete confidence in the dogs we breed, select, and sell, we know that without expert training, good handler and trainer communication, focus on safety, and properly presented challenges, no K-9 and handler team will reach their full potential. Our maintenance training ensures this.

We approach this opportunity with over 20 years experience, an unbeatable guarantee, and references for top notch K9 teams in the country!

The price proposal for a dual purpose K9 is $8500, not including Ca sales tax, and a 4 to 5 week handler training course runs $5000, and does not include lodging.

If your department has any additional questions or concerns,
Please call us at 707-489-5018.
We look forward to doing business with you,

Thank you,

Chip and Darby Johnson

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution authorizing (1) the Police Department to accept a new Police K9 from CJ's Police K9's, purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; (2) attending the initial 4-week K9 Handler training at a cost not to exceed $7,500; (3) a budget increase of $7,500 from Fund 279 fund balance; and (4) an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year.

RECITALS

A. The City of St. Helena; currently has a Police K9 program consisting of one K9; and

B. The existing K9 (Djino) retired at the end of the calendar year 2017; and

C. The City recognizes the distinct and individual benefit of having a Police K9 as part of the Saint Helena Police Department and desires to continue the program; and

D. The funds used to purchase a new K9 will come through a grant from the Sean M. Walsh K9 Memorial Foundation, and will not impact the General Fund; and

E. The funds used for the New Handler training will come from the Asset Forfeiture fund, and will not impact the General Fund; and

F. Any on-going expenses for the program are already budgeted for;

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Approval for the Police Department to accept a new Police K9 from CJ's Police K9's purchased through a grant from the Sean M. Walsh K9 Memorial Foundation; and
2. Attending the initial 4-week K9 Handler training at a cost not to exceed $7,500; and
3. Authorizes a budget increase of $7,500 to #279-4900-2145 from the fund balance; and
4. Authorize the City Manager to execute an annual contract with CJ's Police K9's for monthly maintenance training at a cost not to exceed $6,000 per year.

Approved at a Regular Meeting of the St. Helena City Council on January 9th, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Dohring: ___________
Councilmember Koberstein: ___________
Councilmember Ellsworth: ___________

APPROVED:	ATTEST:
________________________ Alan Galbraith, Mayor	________________________ Cindy Tzafopoulos, City Clerk

Report to the City Council

Council Meeting of January 9, 2018

Agenda Section: **New Business**

Subject: **Consideration and approval of a Resolution: (1) authorizing the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report (EIR) for a total amount not to exceed $284,880.00, or authorize an alternative increased amount not to exceed $336,880.00, based on the menu of chosen optional tasks put forward in the provided scope, not including contingencies; and (2) authorize a budget increase of $284,880.00 to #101-4500-2130 from General Fund Reserves, or authorize a budget increase amount not to exceed $336,880.00 to #101-4500-2130 from General Fund Reserves based on the chosen optional tasks.**

CEQA Determination: **Not a CEQA project**

Prepared By: Noah Housh, Planning & Community Improvement Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The General Plan update formally began in April 2007, when the “Community Visioning and Existing Analysis” process was begun by the General Plan Update Steering Committee (GPUSC). This effort involved extensive community input leading to the preparation of first full draft of the General Plan in the summer of 2010. Concurrently, environmental analysis was also taking place, leading to the completion of the Draft General Plan EIR in August 2010.

The Draft General Plan EIR was subsequently circulated for review, comments were received, and a Final EIR (FEIR) was prepared in October 2010. The Planning

Commission completed its review and recommended City Council approval of the document in October 2010.

During the City Council review in late October and early November 2010, a number of issues surfaced, most notably concerning water supply. Ultimately, it was decided by Council to postpone taking action on the General Plan in order to appropriately address the issue of water supply. A “Safe Yield Committee” was formed and a Water Management Program was developed. The Water Management Program was adopted by Council in November 2012, and thereafter incorporated into the draft General Plan.

The City Council continued with a detailed review of the draft General Plan during numerous hearings held during 2013 and through June of 2014. In the late summer and fall of 2014, the Planning Commission reviewed the various changes made by Council since the Commission had reviewed the General Plan in October 2010. However, no significant action was taken to formally update the associated EIR, as the focus appears to have been on updating the General Plan document itself. During this timeframe, the Planning and Community Improvement Department also experienced significant staff turnover, impacting the ability for the City to efficiently manage the EIR and General Plan update process.

On April 15, 2015, the City Council held a Study Session on the St Helena 2035 General Plan update, and provided direction to City staff regarding the creation of a new residential land use category, *Low-Medium Density Residential*. This designation was intended to better fit the existing density and development pattern of a majority of the City’s single family neighborhoods (which are primarily developed at approximately 5-6 units per acre), than the current Medium Density Residential designation which allows an unusually wide density range of 5 to 16 dwelling units per acre.

From April 2015 through early 2017, staff worked to update both the General Plan document and the draft EIR while concurrently holding numerous study sessions with the Planning Commission to discuss various elements of the 2035 General Plan update.

On March 14, 2017, the City Council directed staff to remove the Low-Medium Density Residential land use designation after numerous concerns were voiced over the potential impacts of this change. These concerns primarily addressed the creation of existing non-conforming development on properties developed at higher density levels, and the potential for these changes to preclude the in-fill redevelopment envisioned by some members of the community as a mechanism to address the housing affordability challenges facing the City.

Throughout the spring of 2017, staff worked to update the Draft 2035 General Plan document to remove the Low-Medium Land Use Designation. During this time, staff also made efforts to update the 2035 General Plan Update EIR to bring the document up to the standards and requirements of CEQA.

In May of 2017, City staff completed the analysis and internal update of the General Plan EIR and identified that significant revisions to the existing technical studies, and additional technical analysis were in fact required for the document to be deemed adequate under CEQA. After determining a broad scope of concerns and challenges with the document, staff referred the EIR to a qualified CEQA consultant for a professional peer review on the adequacy of the existing EIR. The results of this peer review supported the staff determination that significant and new technical information would be required in order for the EIR analysis to meet the requirements of CEQA.

On August 22, 2017, staff presented these findings to the City Council, recommending that the City engage the assistance of a qualified CEQA consultant to begin drafting a new EIR for the 2035 General Plan Update.

On October 3, 2017 the City issued a Request for Proposals (RFP) soliciting proposals from qualified environmental consultants for the preparation of an Environmental Impact Report (EIR) for the 2035 General Plan Update. This RFP was sent to 20 environmental consultants whom were known to have the experience and qualifications necessary to complete the anticipated level of analysis.

November 6, 2017-The response period for the 2035 General Plan Update EIR RFP closed and staff began the process of evaluating the responses in order to select a qualified consultant.

DISCUSSION

As of the closing of the RFP response window, staff received three responses to the RFP for the St Helena 2035 General Plan Update EIR (from environmental consulting firms Dudek, M-Group, and Dyett & Bhatia). On December 7, 2017 all three Respondents presented their proposals to an interview panel consisting of Mayor Alan Galbraith, Vice Mayor Peter White, Planning Commission Chair Grace Kistner, and Planning and Community Improvement Director Noah Housh. After the presentations and interviews, the responses were ranked by the interview panel based on the provided responses and the criteria and requirements identified in the RFP.

Consulting firm Dyett & Bhatia (D&B) was the unanimous choice to complete the St Helena 2035 General Plan EIR. This decision was based on their professional and thorough response, a demonstrated understanding of the project and the community, the proposed budget for the project, and a commitment to an expeditious timeline to complete the EIR for the City.

Given the changes in local and regional context, newly adopted State regulations, and fresh leadership within the City, staff requested Dyett & Bhatia provide a list of optional tasks that could also be included in their scope of work to ensure the final 2035 General Plan Update meets the expectations of decision makers and the community. These tasks are purely optional, and are presented to the City Council for consideration, prior to acting to approve the scope of work and budget presented for the project.

A. <u>Synchro Model</u>
   If the City is not able to provide intersection operational models (Synchro or similar software) developed for the previous analysis, Fehr & Peers can code the intersection models as an optional task.
   Cost: $4,000

B. <u>VMT EIR Thresholds</u>
   As an optional task, Fehr & Peers (F&P) will review local and regional land use and climate planning documents to develop supporting evidence for an alternative threshold of significance for Vehicle Miles Traveled (VMT) analysis. A memorandum detailing this evidence and a range of recommended thresholds will be developed for consideration by City staff. It is anticipated that the alternative VMT thresholds would be applied to the General Plan update EIR and serve as a basis for the evaluation of VMT generated by future projects in the City of Saint Helena.
   Cost: $18,000 ($15,000 for F&P, and $3,000 for D&B for service population information and projections, and coordination).

C. <u>Expanded Planning Area</u>
   The City's current General Plan Planning Area coincides with City limits. State planning law permits the City to include land outside its limits that bears relationship to St. Helena. In many communities, the Planning Area coincides with a service boundary or the Sphere of Influence, or other unincorporated land with a direct planning relationship to the city. St. Helena currently provides water and other services to several areas outside its limits. This optional scope would cover addition of two or three smaller, focused areas contiguous to the City, totaling approximately no more than 100 to 150 acres, for inclusion in the Planning Area. This expanded boundary would be reflected in the General Plan, included on all the maps, with land use designations and policies in the Land Use and Growth Management Element to ensure integration with the rest of the General Plan. The EIR would also reflect this additional area, including in the analysis and on all maps. No additional traffic counts will be conducted; however, the location of planned counts could be adjusted provided the total number of counted locations remains the same.
   Cost: $30,000

Staff finds that these optional tasks will likely be required of the City at some point in the near future, and is supportive of incorporating each of them into the scope of the project (Syncro models are likely to be required; the State has mandated VMT be incorporated into all CEQA analysis as an impact by 2020; and environmental analysis of potential areas for City expansion is required prior to any formal actions being taken). However, there are fiscal concerns influencing this decision which should be considered by the Council and are discussed below.

FISCAL IMPACT

This contract with have a direct and unbudgeted fiscal impact to the General Fund of $284,880.00. This total could increase to a maximum of $336,880.00 depending on the additional optional tasks chosen by the City Council, if any.

When the FY 2017-2018 budget was approved, the determination that a completely new EIR was required for the current General Plan draft had not been made. As such, the total cost of the contract is an unanticipated fiscal impact to the current budget and will have to come from General Fund Reserves. Unfortunately, an alternative funding source has not been identified as of the drafting of this report.

Additional indirect costs associated with this action are City staff time required to manage the EIR consultant and overall process to bring the 2035 General Plan draft to a decision point.

RECOMMENDED ACTION

Staff recommends approval of a Resolution: (1) authorizing the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report (EIR) for a total amount not to exceed $284,880.00, or authorize an alternative increased amount not to exceed $336,880.00, based on the menu of chosen optional tasks put forward in the provided scope, not including contingencies; and (2) authorize a budget increase of $284,880.00 to #101-4500-2130 from General Fund Reserves, or authorize a budget increase amount not to exceed $336,880.00 to #101-4500-2130 from General Fund Reserves based on the chosen optional tasks.

ATTACHMENTS

Attachment 1 - GP SOW 12-21-2017
Attachment 2 - Copy of St. Helena GP Budget 12-21-17
Attachment 3 - Resolution for $284,880
Attachment 4 - Resolution for $336,880

Scope of Work

This section outlines our proposed work program for the St. Helena General Plan Update/EIR. The program is organized into four tasks, from project initiation to hearings and adoption, incorporating the work outlined in the Scope of Services section of the Request for Proposals. The sequence of work products and the Planning Commission and City Council study sessions and hearings are graphically illustrated in Section 3.1: Schedule.

The task-by-task descriptions that follow present our step-by-step work effort leading to preparation of documents. Each task description includes a purpose statement and timeframe at the beginning in italics followed by a detailed description of deliverable formats and content.

Initials in parentheses identify the lead firm for each sub-task:

- D&B: Dyett & Bhatia, Urban and Regional Planners
- F&P: Fehr & Peers, Transportation Planners
- CSA: Charles Salter Associates, Noise Consultants

TASK 1: KICKOFF AND ASSESSMENT

Objective: The consultant team will meet with City staff, organize background materials and baseline data, and clarify the work plan as needed. Deficiencies in the existing General Plan will be outlined, and needed changes (such as land use refinements for existing neighborhoods and adjustments to the Urban Limit Line) identified.

A. **Conduct a Kick-Off Meeting with City Staff (Team).** Meet with key staff members from planning and other departments. At this meeting, data sources will be identified, roles and responsibilities will be clarified, communication protocols will be established. If needed, we will tour the planning area with staff. At this meeting, or following shortly thereafter, staff will outline desired land use adjustments to the Draft General Plan (density designations for existing neighborhoods, refinements to the Urban Limit Line, etc.)

B. **Review Background Information and Identify General Plan Changes (Team).** D&B will provide City staff with an initial list of data needed, which would include electronic files of existing documents and maps (whether in GIS or Illustrator), a list of current development projects, facilities master plans (water, wastewater, etc.), and other information. A secure file transmittal system will be established. The consultants will review materials including the current General Plan, 2015 Housing Element, Growth Management System, regional/sub-regional plans, and outline in a short memo an updated General Plan outline with a list of figures and a list of changes to be made to different elements. Any items that require clarification from staff will be outlined. We also review electronic files and GIS data provided by City staff and identify any additional data needs.

Meetings	*Products*
Kick-Off Meeting with City Staff	*Memo on Updated General Plan Outline/Punch list of Changes*

TASK 2: GENERAL PLAN REFINEMENT/UPDATE

Objective: The objective of this task is to first refine the General Plan land use map and buildout numbers, confirm the changes with the Planning Commission and/or City Council in one meeting, address any other outstanding policy issues also at this meeting, and then proceed with updating all Plan elements. A second study session with decision-makers will be held when the transportation model has been run, and transportation and other EIR impact analysis completed, so any needed mitigation can be added into the General Plan as plan policies before release of the Draft EIR.

A. **Establish General Plan Horizon Year (D&B).** In consultation with City staff, the General Plan horizon year will be confirmed (2035). However, given that the regional plans (Plan Bay Area) and transportation models extend out to 2040 and may not provide outputs for year 2035 (requiring interpolation), it may be expedient to use 2040 as the General Plan horizon year. Establishment of the horizon year is crucial, as it affects buildout quantities, as well as forecasts for traffic, GHGs, etc.

B. **Calculate General Plan Buildout (D&B).** Dyett & Bhatia will reconfirm the General Plan buildout numbers using the 13 change areas identified in the Draft General Plan, any additional development potential elsewhere, information on housing sites from the Housing Element, and development projects provided by the City. The estimate of potential development will be confirmed with City staff, and after approval, broken down by Traffic Analysis Zones (TAZs) for running the traffic model. A traffic analysis model run would be done (see EIR scope for additional information on traffic counts and modeling).

C. **Tribal Outreach (D&B).** It is unclear if formal tribal outreach pursuant to SB 18 has been occurred. We will provide support for the City's notification of the Native American Heritage Commission of the planning process and assist the City in contacting tribes active in the planning area.

D. **Administrative Draft General Plan (Team).** D&B will update all elements of the General Plan, as well as add information on environmental justice and any other new requirements. Noise contours will be added. Placeholders will be added for information (such as future air quality, GHG, future noise) that would have to await for completion of EIR analysis. It is likely that some policy issues impacts will arise; these will be reviewed with decision-makers (see next sub-task).

Our scope of work for the General Plan reflects the following assumptions:

- The General Plan outline and elements will broadly stay the same. Information on environmental justice will be added at an appropriate place.
- D&B will make needed updates to the background information to make it current.
- Maps will be updated as needed, and some additional maps may be added as needed for explanation or legal sufficiency;
- D&B may add new photographs in some places to better reflect current conditions;
- Sections on Key Findings and Recommendations from each element will be removed, as these are confusing (would these "recommendations" represent policy following General Plan adoption?) Where appropriate, these recommendations will be incorporated in the form of background text where they reflect current background information or goals and policies where a future policy direction is implied.
- The current tripartite system of goals, policies, and implementing actions will be retained.
- D&B will clean up the goals, policies, and actions as needed to clarify intent, insert references to figures, and add additional cross-references to other sections. Our scope of work does not include undertaking new policy initiatives except where necessary to ensure General Plan internal consistency or adequacy and to reflect environmental mitigation. While writing any new goals and policies, we will strive to work within the decisions already made and reflected in the current General Plan draft.
- The General Plan will be prepared in InDesign. Figures that were prepared in Illustrator will likely remain in Illustrator; however, the Land Use Diagram will be GIS-based.

Additional work effort for the different elements would include:

1. **Introduction.** Updating Overview, General Plan introductory text, and Background and Setting as needed. Updating Overview of General Plan as appropriate after General Plan is finalized, as well as adding information to Process.
2. **Land Use and Growth Management.** Preparing an existing land use map (which would be included in the EIR); making adjustments to land use information to reflect current setting, reviewing and, if desired, adjusting Medium (currently ranging to 16 units per acre) and High Density designations (either through density range adjustment or through boundary adjustments) to ensure a better fit with existing residential densities. Reviewing Housing Element sites after changes to ensure housing program is not affected. Making any other adjustments, such as to Urban Limit Line as desired by staff. Reconfirming buildout from the 13 change areas and other sites. Providing table with General Plan buildout information, and translating land uses into population and jobs.

   There are potential internal inconsistencies within the element that will be cleaned up. For example, there is no expressed correlation between development capacity and land use designations. We will review development estimates from change areas and other locations against growth management limits. If resultant development (residential) is much higher than would be permitted under growth management, we will seek direction from staff/decision-makers if densities should be reduced. Another example of an inconsistency is that while the mixed-use designation text does not permit residential uses, these are sought to be "encouraged" in the policies. We will comb through the policies, land use classifications, and designations to ensure full internal consistency.
3. **Economic Sustainability.** We do not anticipate any significant work to this element. Some of the policies are generalized and seek to "encourage" things without specifying how this would happen. This would require additional implementation efforts; however, the policy language may also reflect compromise that evolved during Plan preparation.
4. **Public Facilities and Services.** It is unclear whether the background information on various topics is current. The background information would need to be updated to reflect current conditions, based on data and resources provided by City staff. Goals, policies, and implementing actions would be reviewed to ensure they are still current.
5. **Circulation.** Background information related to modes, traffic volumes, vehicle-miles traveled by service population and level of service would be updated. Future traffic forecasts will be updated based on new model runs (see Task 3), and the identified

transportation improvements will be reviewed considering new forecasts. Bicycle and pedestrian network maps will be updated.

6. **Historic Resources.** Inventory of resources will be updated based on information provided by the City, as well as a search of national and state registers. Maps and tables will be updated as needed. No fieldwork or resources inventorying is proposed as part of our scope of work.
7. **Community Design.** Maps showing neighborhoods and open space areas will be updated, as needed. However, no changes in goals or policies is envisioned.
8. **Open Space and Conservation.** Information on biotic communities and special status species will be updated using the latest California Natural Diversity Database, and policies reviewed to ensure consistency with the updated information.
9. **Public Health, Safety, and Noise.** The flood zones maps and Information on dam inundation and liquefaction susceptibility will be updated. New community noise survey will be conducted, and existing and future noise contour maps prepared. Air quality information will be updated. Goals, policies, and actions will be reviewed to ensure consistency with updated information. It is anticipated that some additional policies will result based on EIR impact analysis.
10. **Climate Change.** Baseline information on GHG emissions will be reviewed and updated as part of the EIR, and will be folded into the element. Future GHG emissions projections will be made based on General Plan land use and transportation, and other factors. Information on solid waste will be updated based on information provided by city/service providers as part of the EIR, and reflected here.
11. **Housing.** This is a separately-published document and is not part of this scope of work.
12. **Parks and Recreation.** The park inventory seems to be fairly current, and can be updated if anything has changed. The City's standard of 5.0 acres/1,000 residents for new parkland fee is not legally defensible even though Quimby Act is cited, and would need to be updated. There does not seem to be any correlation between future population and parkland needs, and this would need to be calculated and presented.
13. **Arts, Culture, and Entertainment.** We do not envision any significant effort.

E. **City Council and/or Planning Commission Study Sessions (2) (D&B).** In one meeting of decision-makers, progress on the General Plan Update will be reported, results of traffic analysis reviewed, and items that require direction presented. A second meeting will be held to tie up loose ends and seek any needed direction on policies and mitigations (such as for GHG emissions) prior to finalization of public review drafts of the General Plan and the Draft EIR. If desired, a public workshop could be substituted for one of the two study sessions.

F. **Hearing Draft General Plan (D&B, Team).** Following review by City staff of the Administrative Draft (which should be completed prior to preparation of the EIR, so that policies with correct numbering can be cited as needed) and Staff decision-maker direction on outstanding issues following EIR analysis (see next task), D&B will prepare a Hearing Draft of the General Plan. D&B will provide this digitally in high-resolution (for printing) and low resolution (for posting on the web).

Meetings	*Products*
Planning Commission/City Council Study Sessions (2) or One Study Session and One Public Workshop	*Tribal Outreach Materials* *Administrative Draft General Plan* *Hearing Draft General Plan*

TASK 3: ENVIRONMENTAL IMPACT REPORT

Objective: Prepare the Draft Program Environmental Impact Report (EIR) for the General Plan Update, using the existing draft as a starting point. Report format and content will be in full compliance with CEQA (as amended through the date of submittal of the Draft EIR), the State CEQA Guidelines (also as amended through the date of submittal of the Draft EIR), and the City's environmental guidelines and procedural requirements. General EIR organization will include a discussion of existing conditions, potential direct and indirect/secondary environmental impacts, and the recommendation of mitigation measures for each affected issue area. To present information in a concise and easily understood format, text will be supplemented with graphics.

The overall format and content of the EIR will be cleaned up by removing superfluous material from the introductory sections (such as on the role of the General Plan and how it will be used and amended, which belongs in the General Plan and not the EIR), as well as unnecessary repetition of "relevant" General Plan policies in individual sections – these policies need to be cited only in instances where they help to actually reduce potential impacts.

The Draft EIR and Draft General Plan will be prepared concurrently, so that to the greatest extent possible, significant impacts may be mitigated through Plan policies, creating a largely "self-mitigating" plan.

A. **Notice of Preparation for the EIR, and EIR Scoping Meeting (D&B).** D&B will prepare a Notice of Preparation (NOP) for the EIR for the City to review, and finalize the NOP e after any appropriate revisions. D&B will send the NOP to the Office of Planning and Research; City staff will mail out the NOP to surrounding cities and others on its EIR mailing list. If staff provides D&B with the list, D&B will mail/email notices (provided the number does not exceed 20). Comments on the NOP and from the scoping meeting would be included in an Appendix.

B. **EIR Outline and Thresholds/ Significance Criteria (D&B).** We will review significance criteria following CEQA Guidelines and suggest any modifications to these, and develop thresholds of significance (which the current EIR draft lacks). These criteria will be based on the existing document, CEQA Guidelines, Appendix G, standards used by the City, discussions with team members, and our team's experience in developing performance standards and planning guidelines to minimize impacts. Because of changes in CEQA since when the draft was completed, discussion of parking will be removed, and other sections, such as GHG analysis added. We will also confirm with City staff whether to continue using level of service as the criteria for traffic analysis (rather than shifting to a vehicles miles traveled metric).

C. **Administrative Draft EIR (D&B, Team).** We will complete environmental review to meet all CEQA requirements. Existing conditions analysis will be the basis for environmental settings discussions. Needed mitigation identified through impact analysis will be addressed through policies to the greatest extent feasible. EIR subjects and team member roles are summarized as follows:

   Impact Areas

   - *Land Use, Planning, Population and Housing (D&B).* This will combine sections 4.A and 4.O in the current draft. The EIR will include information on population, employment, and housing. Potential change in the City's population directly attributable to the implementation of the proposed General Plan, ability of future developments to meet projections of ABAG, changes in community demographics and character, and changes in employment opportunities will be evaluated.
   - *Agricultural and Forestry Resources (D&B).* Setting will be updated. The current EIR draft makes plan-to-plan comparisons in the impact assessment. This will be changed to a comparison of plan implementation to existing settings, in accordance with CEQA.

- *Transportation (F&P).* Fehr & Peers will prepare an updated LOS analysis for existing conditions. Since the counts on which the previous Draft EIR analysis were based were collected in 2013, we recommend collecting new turning movement count (TMC) data. We assume that up to 21 study intersections will be included in the analysis, and counts will be performed for the two-hour weekday AM peak period and two-hour weekday PM peak period. Field observations of operating conditions at up to 21 intersections will be performed. It should be noted that previous TMCs were collected in summer to reflect higher tourist traffic levels; the proposed schedule would not allow us to do the same. Fehr & Peers will adjust volumes in consultation with City staff to reflect tourist traffic levels based on available data from the City and Caltrans.

  Fehr & Peers will review the activity-based Napa-Solano Travel Demand Model and the four-step interim Napa-Solano Travel Demand Model for consistency with the count data collected for the (up to) 21 intersections described above. Trip lengths in both models will be compared against household travel survey data and other data provided by NVTA. Fehr & Peers will recommend one of the two travel demand models be carried forward for the forecasting process; re-calibration and re-validation of the chosen model is not included in this scope. Fehr & Peers will prepare a cumulative General Plan forecast of study intersection LOS for the preferred and up to one project alternative, adapting the methodology used for the previous Draft EIR where appropriate. Depending on the nature of the project alternative that is identified, future impacts may be described qualitatively in relation to the preferred alternative in a manner similar to the 2016 Draft EIR.

  The most cost-effective approach to the existing and future LOS analyses would involve obtaining the intersection operational models (Synchro or similar software) developed for the previous analysis rather than rebuilding them from scratch. However, Fehr & Peers can code the intersection models as an optional task if necessary (this optional task would require approximately $4,000 additional).

  Fehr & Peers will estimate vehicle-miles traveled (VMT) using the selected travel demand model or MTC Travel Model One for the Existing, current General Plan buildout, and two proposed General Plan buildout alternatives. The VMT estimate will only include VMT generated by trips with an origin or destination within the City. We have allocated eight hours of staff time to update land use in the travel demand model and 30 hours of staff time to run and process model outputs. Once the land use alternatives are developed, we will identify whether these resources are sufficient.

- *Air Quality (D&B).* Setting information will be updated, and we will generally describe the types of emission sources associated with likely development under the proposed General Plan update. The operational air quality assessment will focus on cumulative impacts and will provide an estimate of mobile and residential emissions using the URBEMIS model. We will assess the consistency of the General Plan with the regional latest Clean Air Plan with reference to population and employment forecasts and trends in vehicle miles traveled, and qualitatively assess the capability of General Plan policies to prevent exposure of people to substantial source of construction dust, toxic air contaminants, or odorous emissions.
- *Noise (Salter).* CSA will conduct long-term (e.g., 72-hour) continuous noise measurements at up to four locations in the plan area. CSA will work with City staff to identify preferred measurement locations or use the same locations as in the previous noise survey. CSA does not believe that short-term measurements provide meaningful information, unless they are tied to specific events or activities (such as outdoor concerts), and traffic volumes, speed, fleet mix and other information available from transportation analysis provides comparatively superior information.

  CSA will analyze the measurement data, calculate daily noise levels, and use the results to calibrate our traffic noise analysis. CSA will provide the results of the traffic noise analysis in electronic spreadsheet format. Then, CSA will calculate traffic noise levels based on provided existing and future traffic volumes, speeds, and truck percentages for each roadway segment to be included in the model.

  CSA will prepare a noise contour map for existing conditions and a noise contour map for the future “with project” scenario (based on future traffic data, information from the Wine Train future plans, Angwin-Parrett Field Airport plans, etc.). CSA will overlay the two maps in GIS, along with noise-sensitive uses (residential, schools, etc.), to understand noise impacts, and outline mitigation.
- *Aesthetics (D&B).* This section will analyze the potential visual effects, including on scenic resources, light, and glare, of program and policy changes proposed by the General Plan, including those associated with any increased development in the City. Projects currently planned in the vicinity will be assessed for their potential effect on the General Plan Update.
- *Biological Resources (D&B).* St. Helena is characterized by a mix of urban development and agricultural uses with some undeveloped wooded hillsides to the east and west of the city center and wooded hillsides, as well as the Napa River adjacent to the city and streams flowing to it. While information in the current EIR draft is fairly recent (2016), it will be updated/cross-checked using secondary sources (such as the California Natural Diversity Database).

- *Cultural Resources (D&B).* This section will assess potential effects to cultural resources that could result from implementation of the General Plan Update. It will include a pre-historical and historical overview of the Planning Area and a discussion of known local resources, based on review of existing materials, the records search, and tribal consultation. It is unclear if CEQA-required tribal consultation pursuant to AB 52 has been conducted. D&B will provide information to send to NAHC (which can be via email); if consultation is requested, these would have to be undertaken by City staff.
- *Energy, GHG, and Climate Change (D&B).* This section will describe the types of energy that would be consumed by development under the new General Plan, assess the consistency of the General Plan with State and national energy goals and programs, and evaluate the capability of the existing utility infrastructure to meet future demand for electricity and natural gas. In addition, this section will analyze projected greenhouse gas emissions resulting from Plan development, on an aggregate and a per-population or per service-population basis (consistent with CARB 2017 Scoping Plan, with targets modified to reflect Bay Area population and energy goals). Calculations will be done to General Plan horizon year. Regional and statewide emission reduction goals will be identified, and an impact assessment will be conducted based on significance thresholds determined in Task 3-C.
- *Geology, Soils and Seismicity (D&B).* The background information in the draft document appears to be reasonably complete. Fault and liquefaction maps and other information will be reviewed to ensure currency and impact analysis updated.
- *Hazards, Hazardous Materials (D&B).* This section will evaluate potential hazards associated with wildfires, flooding, and hazardous materials and substances. Given the recent fires in the county, wildland fires are likely to be a topic of great interest. We will identify areas that are particularly vulnerable to the threat of wildland fire; fuel reduction methods and; and any restrictions on land uses and intensities appropriate for areas identified as susceptible to fire hazard. Using the most current flood map data, we will identify flood prone areas, and provide recommendations on any applicable development standards that may be required.

  This section will also discuss impacts on general public health and safety, potential exposure to workers and waste disposal handlers resulting from hazardous materials. In the event that the Plan or the regulatory requirements might result in a potential adverse environmental risk, mitigation measures to reduce potential health and safety impacts to less than significant levels will be identified.
- *Hydrology and Water Quality (D&B).* Information on groundwater and surface water resources will be confirmed in consultation with City and other agencies' staff. The

impact analysis for this section will qualitatively evaluate whether the actions proposed in the General Plan Update have the potential to result in increased localized flooding, erosion or permanently altered drainage patterns, and whether the actions may adversely affect water quality as a result of runoff, sedimentation, septic tanks, or other contamination. Existing and proposed programs, policies, and regulations, and ordinances will be identified as applicable.

- *Mineral Resources.* Since there are no actively mined resources in the Planning Area, the NOP on the EIR will note that this topic will not be addressed in the EIR.
- *Parks and Public Services (D&B).* The potential effects of the Plan on parks, schools, and other public services will be analyzed for implications on safety, parks and recreational facilities, or the need for additional facilities that may result in environmental impacts.
- *Public Utilities (D&B).* This section will look at the potential impacts of the General Plan on water, wastewater, and solid waste disposal facilities and services. Based on information available from the City and other sources, background information will be updated. If General Plan projections change, demand for water and wastewater will be recalculated using the factors in the draft document or more current sources if available, and impacts assessed.

Alternatives & Growth Inducing and Cumulative Effects

The purpose of the alternatives under CEQA is to minimize adverse impacts of the project. D&B will confer with City staff if an additional alternative should be analyzed. We have scoped our budget to enable the City to define one new alternative in addition to the No Project (which could be the same as in the existing draft of the EIR or another one) and describe its implications. The DEIR will identify an environmentally superior alternative, and make all other CEQA-required findings.

D. **Draft EIR (D&B, Team).** The Consultant Team will revise the DEIR based on Staff review, and submit a complete Public Review Draft, including a minimum of ten hard copies as well as an electronic file for posting on the City's website. D&B will also provide OPR with 10 CDs of the Draft EIR.

E. **File Notice of Completion of EIR (D&B).** File Notice of Completion, meeting CEQA requirements.

F. **Prepare Final EIR (D&B).** Following the 45-day public review period, D&B and team members, as necessary, will prepare an administrative draft that responds to all comments submitted. A Statement of Overriding Considerations will also be prepared, if needed. In response to staff comments, we will prepare a final version. D&B will provide the City with print-ready PDF files of the Final EIR suitable for publishing on the internet, along with 3 hard copies and 10 CDs. Because of the number or responses and the effort required to respond to them is not knowable in advance, our budget allocates up to 104 hours of staff time to this effort. Additional time beyond this would constitute additional services.

Meetings	*Products*
Scoping Meeting	*Admin. Draft EIR* *Draft EIR* *Notice of Completion* *Final EIR*

TASK 4: HEARINGS AND ADOPTION

Objective: The objective of this task is to conduct public review and successfully take the Draft General Plan and the EIR through the public hearing process. Following public review by the City Council, documents will be revised to incorporate specific text and diagram changes made by the City Council for adoption.

A. **Public Hearings (D&B).** The Draft General Plan and the Final EIR will be presented at hearings before the Planning Commission and City Council. It is assumed that two meetings each are required with the Planning Commission and the City Council. We will closely coordinate with City staff prior to the hearings to ensure that our presentations respond to specific questions and issues likely to be encountered during the hearings.

B. **Prepare City Council-Approved Plan Update (D&B).** Following adoption, we will prepare the final versions of the General Plan, incorporating the final direction from the City Council. The City will be provided with 20 full-color hard copies of the Draft General Plan as well as a PDF electronic copy, and all native files prepared for the project.

Meetings	*Products*
Planning Commission Hearings (2) *City Council Hearings (2)*	*Adopted General Plan*

Optional Tasks

A. Synchro Model

If City is not able to provide intersection operational models (Synchro or similar software) developed for the previous analysis, Fehr & Peers can code the intersection models as an optional task.

Cost: $4,000

B. VMT EIR Thresholds

As an optional task, Fehr & Peers will review local and regional land use and climate planning documents to develop supporting evidence for an alternative threshold of significance for VMT analysis. A memorandum detailing this evidence and a range of recommended thresholds will be developed for consideration by City staff. It is anticipated that the alternative VMT thresholds would be applied to the General Plan update EIR and serve as a basis for the evaluation of VMT generated by future projects in the City of Saint Helena.

Cost: $18,000: $15,000 for F&P, and $3,000 for D&B for service population information and projections, and coordination).

C. Expanded Planning Area

The City's current General Plan Planning Area coincides with City limits. State planning law permits the City to include land outside its limits that bears relationship to St. Helena. In many communities, the Planning Area coincides with a service boundary or the Sphere of Influence, or other unincorporated land with a direct planning relationship to the city. St. Helena currently provides water and other services to several areas outside its limits. This optional scope would cover addition of two or three smaller, focused areas contiguous to the city, totaling approximately no more than 100 to 150 acres, for inclusion in the Planning Area. This expanded boundary would be reflected in the General Plan, included on all the maps, with land use designations and policies in the Land Use and Growth Management Element to ensure integration with the rest of the General Plan. The EIR would also reflect this additional area, including in the analysis and on all maps. No additional traffic counts will be conducted; however, the location of planned counts could be adjusted provided the total number of counted locations remains the same.

Cost: $30,000

SCOPE OF WORK/BUDGET ASSUMPTIONS

Our budget is based on the following assumptions:

- **Meeting Attendance.** The budget assumes attendance at meetings as shown in the Scope of Work. Meetings with City Staff will occur as needed and are not separately listed in the Scope of Work. All meetings are assumed to be attended by Dyett & Bhatia, with subconsultant attendance as noted or as required. Costs of additional meeting attendance would be on a time and materials basis if requested; such costs are not included within the guaranteed maximum fee.
- **Electronic Files of Completed Work.** City staff will provide electronic files in InDesign (along with photographs) and/or Microsoft Word of the General Plan and EIR drafts, and ArcGIS or Illustrator format for maps and drawings.
- **General Plan Policy Changes.** Our Scope of Work assumes that while the General Plan elements may need to be edited and reviewed for consistency, the policy direction established is set, and new policy work or strategy analysis will not be needed, except as noted in the Scope of Work (such as for environmental justice). Our work assumptions for the General Plan are further elaborated upon the Scope of Work.
- **Consolidated Comments and Direction.** City staff will provide a single set of consolidated comments on the review drafts of all documents. Unless otherwise specified in the Scope of Work, each product will be finalized following one round of staff review; additional iterations and reviews will be considered additional service. Once graphic formats for documents have been established and agreed upon, changes in style or graphic design may constitute additional services.
- **Electronic Documents.** We will provide digital files of documents in Word/InDesign and Adobe PDF formats, available by electronic transfer. Files will be provided both in high-resolution format for printing as well as low-resolution for posting on the City's website.
- **Printing.** We will provide 20 full color hard copies of the Adopted General Plan, 10 hard copies and 10 CDs/thumb drives of the Draft EIR, and 20 hardcopies of the Final EIR (Response to Comments; the full Draft EIR will not be re-printed). The budget assumes that the City will be responsible for printing of additional copies, and all meeting notice materials.
- **Mailing and Filing.** D&B will prepare and send the EIR Notice of Preparation to OPR and to other agencies (up to 20) on the City's list, and file the Notice of Availability of Draft EIR/Completion with OPR. The City will be responsible for filing the Notice of Determination and filing fees with the County, and any other noticing and filing.

- **Travel Expenses, Mailing Costs, and Other Direct Costs.** The budget includes direct costs related to the project, including travel expenses, mailing costs, in-house printing costs, and other similar reimbursable items.
- **Reallocation by Task/Subconsultant.** Dyett & Bhatia reserves the right to reallocate budget by task or consultant team member, provided the overall project budget is not affected.
- **Increased Costs Due to Delay.** Should the project extend for more than two years for no fault of consultant, the budget for remaining work would be adjusted to account for change in costs/billing rates (based on change in San Francisco-Oakland-San José CPI).

St. Helena General Plan Update and EIR									
HOURS BY TASK									
	Task 1	*Task 2: General Plan*			*Task 3: EIR*			*Task 4*	
	Kickoff & Assessment	*General Plan Update*	*Environmental Justice*	*Decision-Maker Meetings (2)*	*NOP & Thresholds*	*Draft EIR*	*Final EIR*	*Hearings & Adopted Plan*	*TOTAL HOURS*
Dyett & Bhatia									
Rajeev Bhatia, Principal in Charge	10	36	4	12	6	68	16	20	172
Sophie Martin, Participating Principal	8					8			16
Vicki Hill, Director Environmental Planning					12	48	16	16	92
Katharnine Pan, Associate		12		4	16	185	30	16	263
Elizabeth Schmid, Associate	12	80	30	12		24		16	174
Shawn Yavari, Environmental Planner		8				165	8		181
Meghan McNulty, Planner		50	12			120			182
GIS/Computer Mapping	16	50	14			110	8		198
Graphic Designer	12	32	4			36	4		88
Project Associate/Admin.	8	16	4			64	8		100
Sub-total	**66**	**284**	**68**	**28**	**34**	**828**	**90**	**68**	**1,466**
DKS Associates									
Bob Grandy, Principal	1	1		4		11			17
Ian Barnes, Senior Engineer (PM)	6	8		10		74	16	8	122
Mark Howard, Engineer/Planner		4				184		4	192
Kevin Johnson, Associate						38			38
Mike Rodriguez, Senior Technician		4				8			12
Chelsea Caldetera, Administrator	1	2				40		3	46
Sub-total	**8**	**19**	**-**	**14**	**-**	**355**	**16**	**15**	**427**
TOTAL	**74**	**303**	**68**	**42**	**34**	**1,183**	**106**	**83**	**1,893**

St. Helena General Plan Update and EIR

BUDGET BY TASK

		Task 1	*Task 2: General Plan*			*Task 3: EIR*			*Task 4*	
	Hourly Rate	*Kickoff & Assessment*	*General Plan Update*	*Environmental Justice*	*Decision-Maker Meetings (2)*	*NOP & Thresholds*	*Draft EIR*	*Final EIR*	*Hearings & Adopted Plan*	*TOTAL*
Dyett & Bhatia										
Rajeev Bhatia, Principal in Charge	$ 215	$ 2,150	$ 7,740	$ 860	$ 2,580	$ 1,290	$14,620	$ 3,440	$ 4,300	$ 36,980
Sophie Martin, Participating Principal	205	1,640	-	-	-	-	1,640	-	-	3,280
Vicki Hill, Director Environmental Pla	180	-	-	-	-	2,160	8,640	2,880	2,880	16,560
Katharnine Pan, Associate	140	-	1,680	-	560	2,240	25,900	4,200	2,240	36,820
Elizabeth Schmid, Associate	140	1,680	11,200	4,200	1,680	-	3,360	-	2,240	24,360
Shawn Yavari, Environmental Planne	105	-	840	-	-	-	17,325	840	-	19,005
Meghan McNulty, Planner	105	-	5,250	1,260	-	-	12,600	-	-	19,110
GIS/Computer Mapping	110	1,760	5,500	1,540	-	-	12,100	880	-	21,780
Graphic Designer	90	1,080	2,880	360	-	-	3,240	360	-	7,920
Project Associate/Admin.	85	680	1,360	340	-	-	5,440	680	-	8,500
Direct Costs (travel, printing, etc.)		100	100		100	30	800	50	1,400	2,580
Sub-total		**9,090**	**36,550**	**8,560**	**4,920**	**5,720**	**105,665**	**13,330**	**13,060**	**196,895**
Fehr and Peers										
Bob Grandy, Principal	325	325	325	-	1,300	-	3,575	-	-	5,525
Ian Barnes, Senior Engineer (PM)	180	1,080	1,440	-	1,800	-	13,320	2,880	1,440	21,960
Mark Howard, Engineer/Planner	125	-	500	-	-	-	23,000	-	500	24,000
Kevin Johnson, Associate	190	-	-	-	-	-	7,220	-	-	7,220
Mike Rodriguez, Senior Technician	140	-	560	-	-	-	1,120	-	-	1,680
Chelsea Caldetera, Administrator	125	125	250	-	-	-	5,000	-	375	5,750
Traffic Counts							6,300			6,300
Other Direct Costs		100	200		200		3,000		*650*	4,150
Sub-total		**1,630**	**3,275**	**-**	**3,300**	**-**	**62,535**	**2,880**	**2,965**	**76,585**
Charles Salter Associates							**11,400**			**11,400**
TOTAL		**10,720**	**39,825**	**8,560**	**8,220**	**5,720**	**179,600**	**16,210**	**16,025**	**284,880**
Sub-Total by Task		10,720			56,605			201,530	16,025	

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution authorizing (1) the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Review for a total amount not to exceed $284,880 and (2) authorizing a budget increase of $284,880 from to account #101-4500-2130 from General Fund Reserves

RECITALS

1. In May of 2017, City staff completed the analysis and internal update of the General Plan EIR and identified that significant revisions to the existing technical studies, and additional technical analysis were in fact required for the document to be deemed adequate under CEQA. After determining a broad scope of concerns and challenges with the document, staff referred the EIR to a qualified CEQA consultant for a professional peer review on the adequacy of the existing EIR. The results of this peer review supported the staff determination that significant and new technical information would be required in order for the EIR analysis to meet the requirements of CEQA; and

2. On August 22, 2017, staff presented these findings to the City Council, recommending that the City engage the assistance of a qualified CEQA consultant to begin drafting a new EIR for the 2035 General Plan Update; and

3. On October 3, 2017 the City issued a Request for Proposals (RFP) soliciting proposals from qualified environmental consultants for the preparation of an Environmental Impact Report (EIR) for the 2035 General Plan Update. This RFP was sent to 20 environmental consultants whom were known to have the experience and qualifications necessary to complete the anticipated level of analysis; and.

4. November 6, 2017-The response period for the 2035 General Plan Update EIR RFP closed and staff began the process of evaluating the responses in order to select a qualified consultant; and

5. On December 7, 2017 all thee Respondents presented their proposals to an interview panel consisting of Mayor Alan Galbraith, Vice Mayor Peter White, Planning Commission Chair Grace Kistner, and Planning and Community Improvement Director Noah Housh. After the presentations and interviews, the responses were ranked by the interview panel based on the provided responses and the criteria and requirements identified in the RFP; and

6. Consulting firm Dyett & Bhatia (D&B) was the unanimous choice to complete the St Helena 2035 General Plan EIR. This decision was based on their professional and thorough response, a demonstrated understanding of the project and the community, the proposed budget for the project, and a commitment to an expeditious timeline to complete the EIR for the City.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Authorizes the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report for a total not to exceed $284,880; and
2. Authorizes a budget increase of $284,880 to #101-4500-2130 from General Fund Reserves.

Approved at a Regular Meeting of the St. Helena City Council on January 9th, 2018, by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Dohring: ___________

Councilmember Koberstein: ___________

Councilmember Ellsworth: ___________

APPROVED:	ATTEST:
________________________	________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution authorizing (1) the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Review and additional optional tasks for a total amount not to exceed $______ and (2) authorizing a budget increase of $______ from to account #101-4500-2130 from General Fund Reserves

RECITALS

1. In May of 2017, City staff completed the analysis and internal update of the General Plan EIR and identified that significant revisions to the existing technical studies, and additional technical analysis were in fact required for the document to be deemed adequate under CEQA. After determining a broad scope of concerns and challenges with the document, staff referred the EIR to a qualified CEQA consultant for a professional peer review on the adequacy of the existing EIR. The results of this peer review supported the staff determination that significant and new technical information would be required in order for the EIR analysis to meet the requirements of CEQA; and

2. On August 22, 2017, staff presented these findings to the City Council, recommending that the City engage the assistance of a qualified CEQA consultant to begin drafting a new EIR for the 2035 General Plan Update; and

3. On October 3, 2017 the City issued a Request for Proposals (RFP) soliciting proposals from qualified environmental consultants for the preparation of an Environmental Impact Report (EIR) for the 2035 General Plan Update. This RFP was sent to 20 environmental consultants whom were known to have the experience and qualifications necessary to complete the anticipated level of analysis; and.

4. November 6, 2017-The response period for the 2035 General Plan Update EIR RFP closed and staff began the process of evaluating the responses in order to select a qualified consultant; and

5. On December 7, 2017 all thee Respondents presented their proposals to an interview panel consisting of Mayor Alan Galbraith, Vice Mayor Peter White, Planning Commission Chair Grace Kistner, and Planning and Community Improvement Director Noah Housh. After the presentations and interviews, the responses were ranked by the interview panel based on the provided responses and the criteria and requirements identified in the RFP; and

6. Consulting firm Dyett & Bhatia (D&B) was the unanimous choice to complete the St Helena 2035 General Plan EIR. This decision was based on their professional and thorough response, a demonstrated understanding of the project and the community, the proposed budget for the project, and a commitment to an expeditious timeline to complete the EIR for the City; and

7. Dyett & Bhatia can provide optional tasks to be included in their scope of work including (a) Synchro Model, (b) VMT EIR Thresholds, and (c) Expanded Planning area; and

8. Staff and City Council found these optional tasks will be necessary and should be completed.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. Authorizes the City Manager to execute an agreement with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & Environmental Impact Report for a total not to exceed $284,880; and
2. Authorizes the City Manager to expand the Scope of Work to the Dyett and Bhatia contract to include the optional tasks for additional charges of $52,000; and
3. Authorizes a budget increase of $336,880 to #101-4500-2130 from General Fund Reserves.

Approved at a Regular Meeting of the St. Helena City Council on January 9th, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Dohring: ___________
Councilmember Koberstein: ___________
Councilmember Ellsworth: ___________

APPROVED:

____
Alan Galbraith, Mayor

ATTEST:

____
Cindy Tzafopoulos, City Clerk

CITY OF ST. HELENA

2035 General Plan EIR Consultant Contract

By: Noah Housh, Planning Director

Description

Consideration and approval of a Resolution:

(1) authorizing City Manager to execute contract with Dyett and Bhatia to complete the St. Helena 2035 General Plan Update & EIR-total amount not to exceed $284,880.00 or $336,880.00*; and

(2) authorize a budget increase of between $284,880.00-$336,880.00* from General Fund Reserves

*amount depending on Council selection of additional services

Background

- April 2007, “Community Visioning and Existing Analysis” begun by the General Plan Update Steering Committee (GPUSC).
- Summer 2010 draft of the General Plan and EIR in the summer of 2010.
- October 2010. The Planning Commission completed its review and recommended City Council approval of the document.
- October 2010-June 2014 Council incorporated Water Management Program & conducted detailed review of the General Plan.
- April 15, 2015, the City Council held a Study Session on the St Helena 2035 General Plan, which resulted in the creation of a new residential land use category, *Low-Medium Density Residential*.

Background Continued

- April 2015 - Early 2017, staff worked to update the General Plan document and dEIR, holding numerous study sessions with the Planning Commission to discuss elements of the 2035 General Plan update.
- March 14, 2017, the City Council directed staff to remove the Low-Medium Density Residential land use designation.
- May 2017, staff completed the analysis and internal update of the General Plan EIR and identified significant revisions and new information required for the document to be adequate under CEQA.
- August 22, 2017, staff presented these findings to the City Council, recommending that the City engage the assistance of a qualified CEQA consultant to draft a new EIR for the 2035 General Plan Update.

Discussion

- After issuing an RFP for the EIR, 3 responses were received and all respondents were interviewed by City panel
- Dyett & Bhatia (D&B) was the unanimous choice to complete the St Helena 2035 General Plan EIR.
- Based on pending changes in local and regional context, staff requested D&B provide a list of optional tasks to ensure the final 2035 General Plan Update meets the expectations of the community.
- Total EIR contract cost without optional tasks- $284,880.00

Discussion Continued

- Optional Task 1-Code for specific intersection models-$4,000
- Optional Task 2-Create Vehicle Miles Travelled Thresholds-$18,000
- Optional Task 3-Analysis of potential expanded planning area-$30,000
- Total contract cost with all 3 optional tasks-$336,880.00

Fiscal Impact

- Total Cost Range $284,880.00 - $336,880.00

- Unbudgeted-Must come from General Fund Reserves

- Results in change to General Fund Reserve Net Position

$284,880.00 Contract- 31% General Fund Reserve Remaining

$336,880.00 Contract- 30% General Fund Reserve Remaining

CITY OF ST. HELENA

Recommendation

Staff recommends approval of a Resolution:

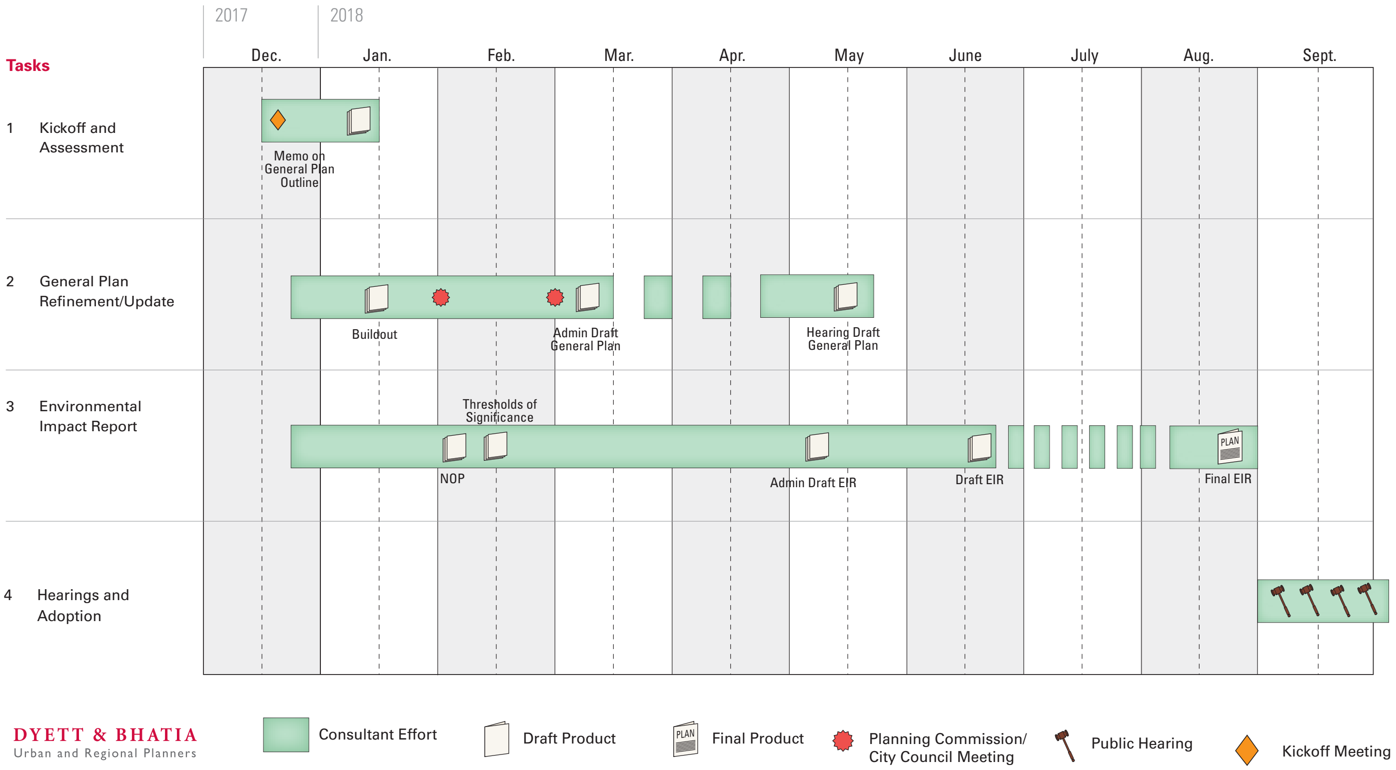
(1) authorizing the City Manager to execute an agreement with Dyett and Bhatia to complete the 2035 General Plan Update & EIR for a total amount not to exceed $284,880.00, or

(2) authorize an alternative increased amount not to exceed $336,880.00, based on selected optional tasks; and

(3) authorize a budget increase from General Fund Reserves in keeping with the approved contract amount.

Schedule

City of St. Helena General Plan Update and EIR



DYETT & BHATIA
Urban and Regional Planners

Report to the City Council
Council Meeting of January 9, 2018

Agenda Section: **New Business**

Subject: **Consideration and proposed approval of a resolution authorizing the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the City of St. Helena fleet vehicles at $6.00 per vehicle/per month.**

CEQA Determination: **Not a CEQA project**

Prepared By: April Mitts, Finance Director

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City currently owns and maintains 30 vehicles used by City departments to provide public services, excluding Fire Department. The average age of these vehicles is 15.4 years and many are well-beyond their intended useful life. Eleven of the 30 vehicles are over 20 years old and 25 of the vehicles are over 10 years old. Both during and since the recession, the City has delayed replacement of its aged fleet. Over the last few years, purchases of new vehicles have been limited and costs of vehicle replacement have been included in the annual operations budget. The City is currently using an aged, insufficient fleet which is less safe to operate, expensive to maintain and repair, and emits greater pollution than newer vehicles.

DISCUSSION

During the FY 2017/18 budget process both the Public Works and the Planning and Building Departments requested budget line items to purchase replacement vehicles. City Council approved a line item for the Public Works Water Treatment Plant replacement vehicle for a total amount of $46,000 and requested the City look into a lease option for the Planning and Building Department vehicle for an annual total of $6,625- approximately $550 per month for a lease payment.

Unlike a traditional private lease where the vehicle is not owned, a government lease allows the City to purchase a vehicle and make monthly payments similar to a car loan. Government terminology for this transaction is called a lease. Following the approval of the FY 17-18 budget, staff contacted Enterprise Fleet Management, Inc. ("Enterprise") who recently signed a contract with the City of Calistoga for fleet services. In Fall 2017, staff met with Enterprise which owns and operates the world's largest fleet of leased vehicles. Under their Governmental Fleet Management Program, cities may contract with Enterprise and are eligible to lease vehicles which may include fleet management and support, as well as maintenance services, insurance, etc.

At this time, staff is recommending Council consider a Master Lease Agreement with Enterprise for the replacement of two (2) vehicles. This would change the purchase of the Public Works - Water Treatment Plant vehicle to a lease instead of a cash purchase and leasing a vehicle for the Planning & Building Department. Additionally, this agreement would have Enterprise perform fleet management activities including procurement, disposal and maintenance of City vehicles. While many other vehicles are also eligible for this program (some large equipment is not offered through the program such as fire apparatus, tractors, and water tenders), staff is recommending the City utilize the program for a small portion of its fleet to determine if the program will suit the City's needs. Advantages of using the program include:

- Allows the City to begin an organized replacement of its aged fleet;
- Maximizes cash flow opportunities by creating ongoing annual payment for fleet services versus funding the entire cost of a vehicle up front;
- Utilizes the expertise of an Enterprise fleet manager to make recommendations to the City regarding available options and ensures the City receives the best rebates and bids by utilizing State procurement contracts coupled with experience as a large fleet operator;
- Increases employee safety, efficiency and satisfaction by enabling quicker replacement of outdated and unsafe vehicles. The vehicles will be procured and equipped according to staff needs, then delivered in a turn-key fashion (this includes police and public works vehicles);
- Reduces CO2 emissions from aged vehicles by procurement of new, environmentally friendly equipment; and
- Reduces the amount of City staff time spent on procurement, disposal, equipping, and maintaining the City fleet.

Lease cycles for most vehicles are sixty (60) months. Utilizing this program will provide a consistent, preventative maintenance cycle and substantially reduce repair expenses and potential vehicle downtime. The proposed lease for all vehicles will be an "Open Ended Equity" Lease which at the end of the lease cycle the City will have the option to continue using the vehicle in its fleet or exchange the equity in the vehicle for a new replacement vehicle in a renewed lease. Enterprise provides a full maintenance program for all leased vehicles which includes 24-hour roadside assistance which can be outsourced using local and/or preferred vendors.

In addition to the lease of vehicles, Enterprise offers a Maintenance Management program at a cost of $6.00 per vehicle, per month. Utilizing this program will allow staff to have access to analytics for each vehicle including total repair costs per year, fuel costs per vehicle, vehicle downtime, etc.

FISCAL IMPACT

Based on preliminary quotes received, the total annual cost to lease vehicles is dependent on the vehicle selected and options selected by City staff. The price range begins at $490/month for a compact SUV to $630/month for a compact pickup, extended cab, 4x4. Enterprise procures all vehicles at the same, competitive bid price as does the State of California. In addition, Enterprise procurement staff provide information on rebates, discounts and various methods to reduce procurement costs for St. Helena staff.

Enterprise earns its revenue by receiving a lease finance charge with is amortized over the term of the lease as well as a 0.10% management fee. Vehicle leasing costs will be budgeted annually on an ongoing basis from the appropriate funding source (General Fund, Water Fund, Wastewater Fund), eliminating the need to budget significant amounts of one-time funding for as-needed vehicle replacement needs.

Additionally, the City will utilize Enterprise to dispose of current, City-owned vehicles which are replaced. The resale amount of the vehicles will be sent to the City in the form of a check from Enterprise.

The additional costs for the Maintenance Management program for FY 17/18 will be approximately $1,000 and should be able to be absorbed in the current budget. Ongoing costs for this program will be approximately $2,000 per year.

RECOMMENDED ACTION

Staff recommends City Council adopt the resolution authorizing the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the City of St. Helena fleet vehicles at $6.00 per vehicle/per month.

ATTACHMENTS

Attachment 1 - Fleet Proposal Synopsis
Attachment 2 - Master Equity Lease & Maintenance Agreement
Attachment 3 - Maintenance Management Agreement
Attachment 4 - Vehicle Lease Menu Pricing
Attachment 5 - Resolution

FLEET MANAGEMENT

Fleet Synopsis for City of St. Helena

December 22, 2017

City of St. Helena
1480 Main St.| St. Helena, CA 94574

Enterprise Fleet Management, Inc.
Enterprise Fleet Management
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Kristy Wilhite
Account Executive
2633 Camino Ramon #400
San Ramon, CA 94583
925-359-6541 Office
415-246-6416 Cell
kristy.m.wilhite@efleets.com

SITUATION

- **Current fleet age is negatively impacting the overall budget and fleet operations**
    - ***83%*** of the light duty fleet is currently 10 years or older
    - **15 years** old is the current average age of the fleet
    - **15 years** is the time it would take to cycle the entire fleet at current acquisition rates
    - Older vehicles have higher fuel costs, maintenance costs, greenhouse gas emissions, and reduce productivity due to increased downtime

OBJECTIVES

- **Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of $260,000 in 10 years**
    - Shorten the current vehicle life cycle from 15 years to 5 years
    - Streamlined resale process to maximize return of equity (average 13% above auction) and speed of sale (10-20 days)
    - Significantly reduce maintenance costs at an average fixed rate of $27.44 vs. current $155.00/month; equaling up to $46,000 in annual savings
    - Continually reduce the overall fuel spend by finding the most fuel efficient vehicle in the class
    - Leverage an open-ended lease to maximize cash flow opportunities and recognize equity
- **Increase employee safety with newer vehicles**
    - Currently:
        - 20 vehicles predate Anti-Lock Brake standardization (2007)
        - 26 vehicles predate Electronic Stability Control (ESC) standardization (2012)
            - ESC is the most significant safety invention since the seatbelt
- **Decrease greenhouse gas emissions with technology in newer vehicles**
    - Reduce GHG emissions across the entire fleet from 204.2 to 113.5 annual tons CO2 emitted, a 44% reduction within 5 years.

- **Piggyback the TIPS contract or publish a fleet management services RFP that addresses the following:**
    - Access to all fleet management services *as applicable* to the needs of the Agency
    - Supports the Agency's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices
    - Provide monthly reporting, tracking, and downloads providing real-time information

City of St. Helena - Fleet Profile

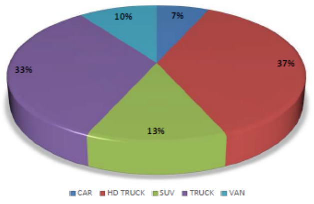
Fleet Profile / Fleet Replacement Schedule

Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2018	2019	2020	2021	2022	Under-Utilized
Mid-size Sedan	1	16.0	5,600	1	0	0	0	0	0
Full-size Sedan	1	7.8	10,000	0	1	0	0	0	0
1 Ton Van Cargo	3	18.0	4,100	2	0	0	0	0	1
Compact SUV 4x2	1	16.0	7,300	1	0	0	0	0	0
Mid Size SUV 4x4	2	9.9	10,200	2	0	0	0	0	0
Full Size SUV 4x4	1	24.1	4,700	1	0	0	0	0	0
Compact Pickup Ext 4x2	3	22.1	5,000	3	0	0	0	0	0
Compact Pickup Ext 4x4	2	21.0	5,200	2	0	0	0	0	0
1/2 Ton Pickup Reg 4x2	1	15.0	6,600	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x2	4	14.4	4,800	4	0	0	0	0	0
3/4 Ton Pickup Reg 4x2	1	22.1	4,200	1	0	0	0	0	0
3/4 Ton Pickup Reg 4x4	1	28.2	4,500	1	0	0	0	0	0
3/4 Ton Pickup Ext 4x2	3	6.2	7,900	1	0	1	0	1	0
3/4 Ton Pickup Ext 4x4	2	3.8	5,200	0	0	1	0	0	1
1 Ton Pickup Reg 4x2	2	19.5	3,300	1	0	0	0	0	1
1 Ton Pickup Ext 4x2	1	9.9	3,800	1	0	0	0	0	0
1 Ton Pickup Quad 4x4	1	19.0	3,900	1	0	0	0	0	0
Totals/Averages	30	15.4	5,600	23	1	2	0	1	3

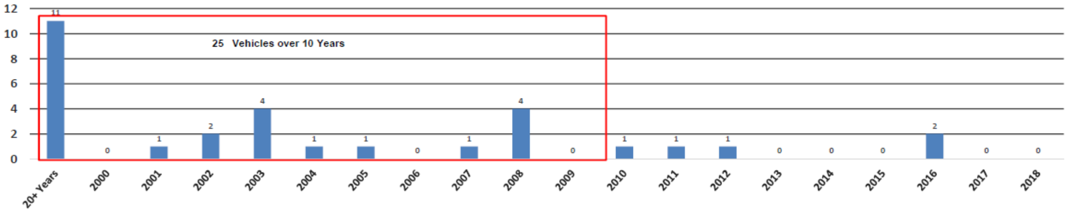
Replacement Criteria

- * Fiscal Year 2018 = 10 years old and older, or odometer over 100,000
- * Fiscal Year 2019 = 8 years old and older, or odometer over 80,000
- * Fiscal Year 2020 = 6 years old and older, or odometer over 60,000
- * Fiscal Year 2021 = 4 years old and older, or odometer over 40,000
- * Fiscal Year 2022 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 2,500

Vehicle Types



Model Year Analysis



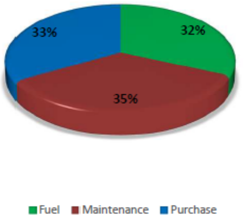
City of St. Helena - Fleet Planning Analysis

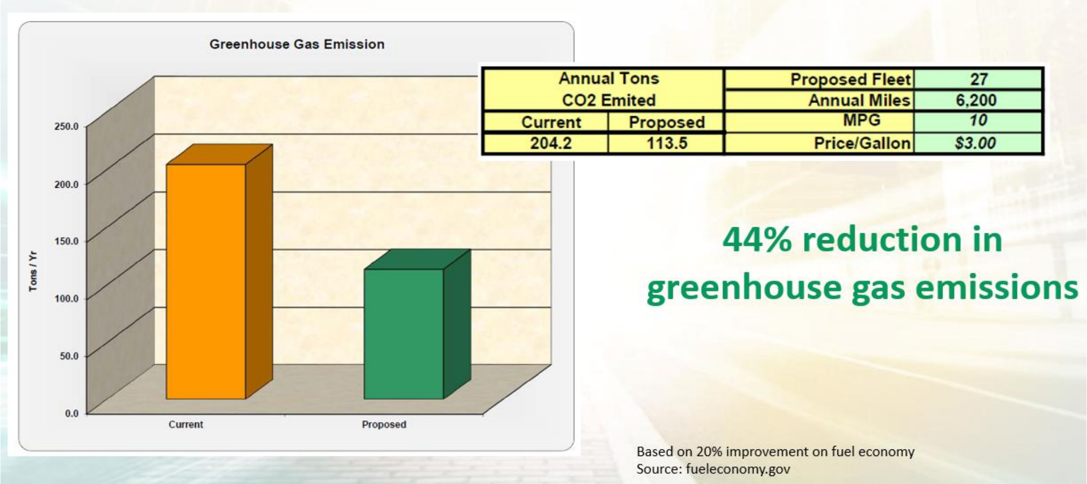
Current Fleet	30	Fleet Growth	-2.29%	Proposed Fleet	27
Current Cycle	15.00	Annual Miles	6,200	Proposed Cycle	5.00
Current Maint.	$155.00	Insurance	$0.00	Proposed Maint.	$27.44
Fuel Info		MPG	10	Price/Gallon	$3.00

Fleet Mix					Fleet Cost					Annual
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease* Incl. Tax	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash
Average	30	2.0	30	0	53,010	0	55,800	0	50,400	159,210	0
'18	29	23	6	23	0	119,867	18,732	0	32,634	171,234	-12,024
'19	28	1	4	24	0	124,739	15,341	0	31,200	171,280	-12,070
'20	27	2	1	26	0	136,411	10,420	0	28,830	175,660	-16,450
'21	27	0	0	26	0	136,411	8,560	0	26,963	171,934	-12,724
'22	27	1	0	27	0	-58,653	8,889	0	28,000	-21,764	180,974
'23	27	23	0	27	0	138,422	8,889	0	28,000	175,311	-16,101
'24	27	1	0	27	0	123,656	8,889	0	28,000	160,545	-1,335
'25	27	2	0	27	0	141,939	8,889	0	28,000	178,828	-19,618
'26	27	0	0	27	0	133,405	8,889	0	28,000	170,294	-11,084
'27	27	1	0	27	0	-58,653	8,889	0	28,000	-21,764	180,974

10 Year Savings	$260,542	Avg. Sustainable Savings	$26,567

Fleet Costs Analysis





Annual Tons CO2 Emited		Proposed Fleet	27
		Annual Miles	6,200
Current	Proposed	MPG	*10*
204.2	113.5	Price/Gallon	*$3.00*

44% reduction in greenhouse gas emissions

Based on 20% improvement on fuel economy
Source: fueleconomy.gov

CASE STUDY | COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

enterprise FLEET MANAGEMENT

LACDC saved approximately $300,000 per year after implementing a fleet management program.

BACKGROUND

Location:	Los Angeles, CA
Industry:	Community Development
Total vehicles:	84 vehicles

THE PROBLEM

Prior to partnering with Enterprise Fleet Management, LACDC had a fleet of 125 vehicles with an average age of 8 years and 76k miles. Although LACDC had a dedicated fleet department to coordinate, monitor and repair its fleet in house, a large and aging fleet, brought on frequent and costly maintenance repairs. These repairs limited available capital which meant vehicle replacement was inconsistent.

THE SOLUTION

Through Enterprise's comprehensive approach, LACDC was able to right size their fleet from 125 to 84, leverage daily rentals as needed through Enterprise's infrastructure and implement a Full Maintenance program to alleviate the in-house maintenance department which also freed up cash flow. Through fixed and budgeted maintenance programs unexpected maintenance expenses were limited. Additionally, the physical damage program lowered subrogation and body repair cost.

> **"For the past 4 years, the Enterprise Account Team has helped us with every aspect of our fleet, including, leasing, renting as needed, subrogation, maintenance, repairs, annual reviews of service and mileage patterns. They are an invaluable partner to our organization and consistently provide us with exceptional customer service."**
> – *Karen A. Ramirez, Manager, Community Development Commission*

LACDC was able to streamline their capital budget process to account for a vehicle replacement plan, move from cash purchase of vehicles to an open-ended lease program and replace 60 of the oldest vehicles in Year 1. By utilizing Enterprise's resale process, the commission anticipates to maximize resale value by 10%.

THE RESULTS

Enterprise was able to provide LACDC with a comprehensive vehicle management program, saving them over $300,000 per year. Their aged fleet was replaced with new models to increase fuel economy and through Enterprise's economies of scale, LACDC was able to acquire the most cost effective vehicles in each class. Also, the local economy received a boost since maintenance and repairs are performed at local facilities.

To learn more, visit efleets.com or call 877-23-FLEET.

Key Results

MORE THAN $300,000 SAVINGS PER YEAR

NEW VEHICLES TO INCREASE FUEL ECONOMY

COST CONTROLLED MAINTENANCE WITH FULL MAINTENANCE

Orange County Government
Office of the County Executive Steven M. Neuhaus
NEWS RELEASE

For Immediate Release
March 6, 2017

Contact: Justin Rodriguez
845.291.3255

Neuhaus announces that Orange County will reduce costs by leasing fleet vehicles

Initiative will save County approximately $250,000 over the five years of the fleet contract

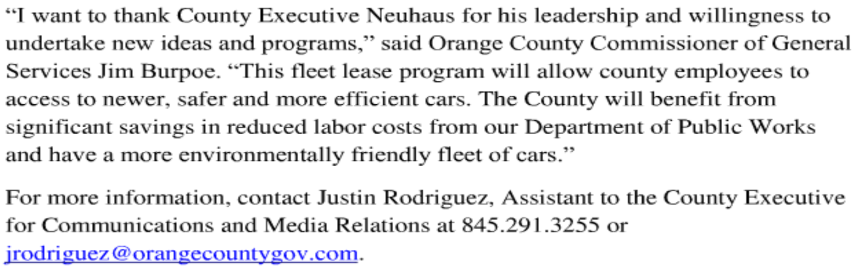
Goshen, N.Y. - Orange County Executive Steven M. Neuhaus announced that the County has contracted with Enterprise Fleet Management to shift to a leased vehicle fleet, which will reduce maintenance costs and capital outlay.

The County estimates a savings of approximately $250,000 over the five years of the fleet contract.

"This is another example of bringing private industry best practices to government," Neuhaus said. "We must constantly seek efficiencies and innovative ways to save County government and taxpayers money. I'm very glad that we have taken advantage of this cost-effective, eco-friendly program."

Orange County plans to lease approximately 25 to 30 new vehicles this year for the General Services, Real Property, Office for the Aging, Human Resources and Risk Management departments. The County's older cars will be sold with proceeds defraying the leasing costs. Vehicles will be phased in over the course of five years until the County's entire fleet is replaced by 2021.

The fleet plan will reduce the vehicle lifecycle from 20 years to five. Operational costs such as maintenance and fuel will be significantly reduced and carbon emissions will be reduced by 20 to 40 percent.



"I want to thank County Executive Neuhaus for his leadership and willingness to undertake new ideas and programs," said Orange County Commissioner of General Services Jim Burpoe. "This fleet lease program will allow county employees to access to newer, safer and more efficient cars. The County will benefit from significant savings in reduced labor costs from our Department of Public Works and have a more environmentally friendly fleet of cars."

For more information, contact Justin Rodriguez, Assistant to the County Executive for Communications and Media Relations at 845.291.3255 or jrodriguez@orangecountygov.com.

Below is a list of client/customer references including name of city, contact person, phone number and email address.

City of Pleasanton
- Kathleen Yurchak, Director of Operations Service
  (925) 931-5506
  kyurchak@cityofpleasantonca.gov

City of West Sacramento
- Nitish Sharma, Budget Manager
  (916) 617-4581
  nitishs@cityofwestsacramento.org

City of San Marcos
- Lisa Fowler, Public Works Manager
  (760) 752-7550 x3333
  LFowler@san-marcos.net

City of Calistoga
- Dylan Feik, City Manager

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this second day of November, 2017, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is “primary coverage” for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the “Vehicle” for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee’s breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default (“Events of Default”) by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term “guarantor” shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor’s independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor’s rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of St. Helena

____

By: ____

Title: ____

Address: 1480 Main Street
St. Helena, CA 94574

Date Signed: _______________________, _______

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

____

By: Mark Wing
Title: Regional Sales Manager

Address: 2633 Camino Ramon, Suite 400
San Ramon, CA 94583

Date Signed _______________________, _______

SELF -INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated the second day of November, 2017, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, than Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: City of St. Helena

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc., its attorney in fact

________________________________ ________________________________

By: ________________________________
Title: ________________________________

By: Mark Wing
Title: Regional Sales Manager

Date Signed:_______________________, _______

Date Signed:________________________, _______

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the second day of November, 2017, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as “Enterprise Fleet Management” (“EFM”), and City of St. Helena (the “Company”).

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the “Program”) and a card (“Card”) for each Company vehicle included in the Company’s request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

   Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE**: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer’s warranties, application of potential discounts and unnecessary, unauthorized repairs.

   Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company’s Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company’s business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company’s representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver’s license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet

Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

8. **FEES:** EFM will charge the Company for the service under this Agreement $10.00 per month per Card, plus a one time set-up fee of $200.00.

9. **MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of St. Helena

EFM: Enterprise Fleet Management, Inc.

____

____

By: _________________________________

Title: _________________________________

By: Mark Wing

Title: Regional Sales Manager

Address: 1480 Main Street
St. Helena, CA 94574

Address: 2633 Camino Ramon, Suite 400
San Ramon, CA 94583

Date Signed:______________________, _______

Date Signed:______________________, ______

MAINTENANCE AGREEMENT

This Maintenance Agreement (this “Agreement”) is made and entered into this second day of November, 2017, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of St. Helena (“Lessee”).

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Equity Lease Agreement dated as of the second day of November, 2017, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor (“Lessor”), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the “Lease”). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the “Covered Vehicle(s)”).

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the “Term” (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM’s authorization for such service and EFM’s instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled “Term” (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee’s right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of St. Helena	EFM:	Enterprise Fleet Management, Inc.
	____________________________________		____________________________________
By:	____ _____________________	By:	Mark Wing
Title:	____ ________________________	Title:	Regional Sales Manager
Address:	1480 Main Street St. Helena, CA 94574	Address:	2633 Camino Ramon, Suite 400 San Ramon, CA 94583
Attention:	______________________________	Attention:	______________________________
Facsimile No.:	______________________________	Facsimile No.:	______________________________
Date Signed:	______________________, _______	Date Signed	______________________, _______

enterprise
FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the ______ day of _______, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of St. Helena (the "Company").

WITNESSETH:

1. ENTERPRISE CARDS: Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over $75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to $125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. RENTAL VEHICLES: The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. NO WARRANTY: EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. NOTICES: All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM________ Customer________

8. FEES: EFM will charge the Company for the service under this Agreement $6 per month per Card, plus a one time set-up fee of $0.00.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company:	______________________	EFM:	Enterprise Fleet Management, Inc.
By:	______________________	By:	______________________
Title:	______________________	Title:	______________________
Address:	______________________ ______________________ ______________________	Address:	______________________ ______________________ ______________________
Date Signed:	______________, ________	Date Signed:	______________, ________

Initials: EFM________ Customer________

enterprise

FLEET MANAGEMENT

City of St. Helena

Menu Pricing

Equity Lease Menu Pricing

Vehicle Type	Year	Make	Model	Trim Level	Quantity by type	Term	Estimated Annual Mileage	Monthly Lease Cost	Monthly Maintenance Cost	Annual Cost Including Maintenance
Compact Pickup Ext 4x4[1]	2018	Chevrolet	Colorado	WT 4x4 Extended Cab 6 ft. box 128.3 in. WB	1	60	10,000	$563.30	$38.77	$7,224.84
Compact SUV 4x2[2]	2018	Ford	Escape	SE 4dr Front-wheel Drive	1	60	10,000	$447.40	$38.17	$5,826.84
										$13,051.68

Lease rates are based upon 2018 factory order pricing and miles per year

Full Maintenance rate does not include brakes and tires

Pricing does not include expected return on equity at end of lease

Pricing does not include a $400 service charge due at the end of the lease

Pricing includes 8.25% tax for St. Helena, CA

[1] **SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
4WT	Preferred Equipment Group 4WT	NC	NC
5GD	Tow/Haul Mode	Included	Included
5VI	Cargo Tie-Down Rings (Set of 4) (LPO)	$ 109.20	$ 120.00
AH6	Driver 4-Way Power Seat Adjuster	Included	Included
AR7	Front Bucket Seats	STD	STD
ATG	Extended Range Remote Keyless Entry	Included	Included
C4F	GVWR: 5,900 lbs (2,676 kg)	NC	NC
CTT	Trailering Assist Guidelines	Included	Included
G80	Automatic Locking Rear Differential	$ 295.75	$ 325.00
GAZ_01	(0 P) Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	NC	NC
H2R_01	(0 I) Jet Black/Dark Ash w/Cloth Seat Trim	NC	NC
IOB	Radio: AM/FM w/7" Diagonal Color Touch Screen	STD	STD
K34	Electronic Automatic Cruise Control	Included	Included
LGZ	Engine: 3.6L DI DOHC V6 VVT	$ 1,123.85	$ 1,235.00
M5T	Transmission: 8-Speed Automatic	$ 136.50	$ 150.00
NQ7	2-Speed Electric Transfer Case	Included	Included
PAINT	Monotone Paint Application	STD	STD
PCN	WT Convenience Package	$ 445.90	$ 490.00
PPA	EZ-Lift & Lower Tailgate	Included	Included
QJJ	Tires: P265/70R16 AS BW	STD	STD
RS2	Wheels: 16" x 7" Ultra Silver Metallic Steel	STD	STD
S1K	16" x 7" Steel Spare Wheel	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UQ3	6-Speaker Audio System Feature	Included	Included
UTJ	Unauthorized Entry Theft-Deterrent System	Included	Included
VAV	All-Weather Floor Mats (LPO)	$ 145.60	$ 160.00
VK3	Front License Plate Kit	$ 36.40	$ 40.00
VQK	Front & Rear Splash Guards (LPO)	$ 154.70	$ 170.00
VZX	Drop-In Bedliner w/Tailgate Liner (LPO)	$ 323.05	$ 355.00
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
YF5	California State Emissions Requirements	NC	NC
Z82	Heavy-Duty Trailering Package	$ 227.50	$ 250.00
ZJJ	P265/70R16 AS BW Spare Tire	Included	Included

[2] *Estimated pricing for in-stock unit. Lease rates are based upon in-stock pricing and miles per year.*

Attachment 5

CITY OF ST. HELENA

RESOLUTION NO. 2018-

Resolution of the Council of the City of St. Helena authorizing the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the City of St. Helena fleet vehicles at $6.00 per vehicle/per month

RECITALS

A. The City of St. Helena owns and maintains 30 vehicles used by City departments to provide essential services; and

B. Twenty-five (25) of the fleet vehicle are over 10 years old and 11 of the vehicles are over 20 years old; and

C. During the FY 2017/18 budget process the City Council authorized the purchase of a vehicle for the Public Works Water Treatment Plant and authorized the lease of a vehicle for the Planning & Building department; and

D. Staff reached out to Enterprise Fleet services for their expertise in fleet management; and

E. Staff is recommending the City of St. Helena lease two (2) vehicles through Enterprise Lease services; and

F. Staff is recommending utilization of the Maintenance Management program through Enterprise for $6.00 per vehicle per month.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

1. The City Council authorizes the City Manager to execute a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc., for the replacement of two (2) City vehicles in FY 2017/18 and a Maintenance Management and Fleet Rental Agreement for the remainder of the St. Helena fleet vehicles at $6.00 per vehicle/per month.

Approved at a Regular Meeting of the St. Helena City Council on January 9, 2018, by the following vote:

Mayor Galbraith: ___________
Vice Mayor White: ___________
Councilmember Koberstein: ___________
Councilmember Dohring: ___________
Councilmember Ellsworth: ___________

APPROVED:	ATTEST:
___________________________	___________________________
Alan Galbraith, Mayor	Cindy Tzafopoulos, City Clerk

Report to the City Council
Council Meeting of January 9, 2018

Agenda Section: **New Business**

Subject: **2018 City Council assignments to various City and Napa County Committees, Boards and Commissions**

CEQA Determination: **Not a CEQA project**

Prepared By: Cindy Tzafopoulos, City Clerk

Reviewed By: Mark T. Prestwich, City Manager

Approved By: Mark T. Prestwich, City Manager

BACKGROUND

The City Council has a created a number of committees, boards and Commissions and assigns Council Liaisons to the following:

a. Active Transportation/Sustainability Committee
b. Board of Library Trustees
c. Parks and Recreation Commission

Councilmembers also sit on various City/County collaborative agency committees which include:

a. City/SHUSD/Chamber/NVC (Monrovia)
b. St. Helena Sewer District No. 1
c. Association of Bay Area Governments (ABAG) - Executive Board
d. Association of Bay Area Governments (ABAG) - General Assembly
e.Napa Valley Tourism Corporation/ St. Helena Tourism Improvement District (SHTID)
f. League of California Cities – North Bay Division
g. Napa County City Selection Committee
h. Napa County Flood Control and Water Conservation District
i. Napa County Gang & Youth Violence Commission
j. Napa County League of Governments (NCLOG)
k. Napa County Local Agency Formation Commission (LAFCO)

l. Napa County Transportation and Planning Agency (NVTA)
m. Napa County Watershed Information Center & Conservancy (WICC)
n. Upper Valley Waste Management Board

Some City/County collaborative agency committees specify in by-laws and or policy who sits on the board. If the position is not specified the City Council appoints or recommends the appointment.

DISCUSSION

It is appropriate for the City Council to annually review the intergovernmental City Council assignments.

FISCAL IMPACT

No fiscal impact.

RECOMMENDED ACTION

1. Affirm or recommend City Council Liaisons to each committee:
a. Active Transportation/Sustainability Committee
b. Board of Library Trustees
c. Parks and Recreation Commission

2. Affirm or recommend appointment to various City/County collaborative agency committees:
a. One Alternate - City/SHUSD/Chamber/NVC (Monrovia)
b. One Primary/One Alternate - Association of Bay Area Governments (ABAG) General Assembly
c. One Primary - Napa Valley Tourism Corporation/ St. Helena Tourism Improvement District (SHTID)
d. One Alternate - Napa County City Selection Committee Alternate

3. Make recommendation to the Napa County Board of Supervisors to affirm or recommend new member:
a. One Alternate - Napa County Flood Control and Water Conservation District
b. One Primary - Napa County Gang & Youth Violence Commission
c. One Primary and One Alternate - Napa Valley Transportation Authority (NVTA)
d. One Primary and One Alternate - Napa County Watershed Information Center & Conservancy (WICC)
e. One Primary and One Alternate - Upper Valley Waste Management Board

ATTACHMENTS

Boards and Commissions Members Updated 12-27-17
2017 Intergovernmental CC Assignments 1.26.17

St. Helena Boards & Commissions Roster

Updated: 12/27/2017

Name	Address	Phone Number	Email Address	Appointment Date	Term Expires
Active Transportation/Sustainability Committee	**Meets 1st Wednesday @ 5:00 PM, City Hall Conference Room**			**Term of office is 2 years**	
Donna Hinds				9/8/2015	6/30/2018
Vacant					6/30/2019
Jeff Farmer				6/27/2017	6/30/2019
(Kris) Kristine Coryell				7/1/2016	6/30/2018
Glenn Smith				9/8/2015	6/30/2018
Tom Vence (alternate)				7/14/2015	6/30/2018
Vacant (alternate)					6/30/2019
City Council Liaison/Councilmember Ellsworth		323-691-9621	gellsworth@cityofsthelena.org		
Staff Liaison/Erica Ahmann Smithies	St. Helena City Hall	968-2624	ESmithies@cityofsthelena.org		
Board of Library Trustees	**Meets 2nd Wednesday @ 5:00 PM**			**Term of office is 2 years**	
Skip Lane, Chair				6/25/2013	6/30/2018
Bob Dye				11/1/2014	6/30/2018
Susan Swan				11/18/2008	6/30/2018
David Slaby				6/27/2017	6/30/2019
Emily Armstead				9/27/2016	6/30/2018
Lin Weber, Vice Chair				10/14/2014	6/30/2019
Terry Wood				11/1/2014	6/30/2019
City Council Liaison/Mayor Galbraith		419-9367	agalbraith@cityofsthelena.org		
Staff Liaison/Chris Kreiden	St. Helena Public Library	967-2805	chris@shpl.org		
Parks and Rec Commission	**Meets 3rd Monday @ 4:30 PM, City Hall Conference Room**			**Term of office is 2 years**	
Donna Hinds, Vice Chair				7/1/2016	6/30/2018
Matthew Demchuk, Chair				7/14/2015	6/30/2019
Autumn Tello				10/24/2017	6/30/2019
Noelle Strouss				7/1/2016	6/30/2018
Tracy Smith				6/28/2011	6/30/2018
City Council Liaison/Councilmember White		480-9958	pwhite@cityofsthelena.org		
Staff Liaison/Andre Pichly	Carnegie/Teen Center	963-5706	apichly@cityofsthelena.org		

2017 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
City/SHUSD/Chamber/NVC (Monrovia) • Meet to discuss interests in common • No Compensation	Meets: Qtrly	(707) 967-2701 Erica Madrigal	Mayor Galbraith Dohring Staff: City Manager Finance Director		Not Required
St. Helena Sewer District No. 1 • Meets only as needed • 11-08-1964 Resolution 1964-597 Establishing Sewer District No. 1 and 1964-598 Description			All		
Association of Bay Area Governments (ABAG) - Executive Board • Appointed by the City Selection Committee • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population • Compensation - $150.00 per Meeting	101 Eighth St. Oakland CA 94607 *Meets:* 7:00 p.m., 3rd Thursday of every other month	(510) 464-7900 Fred Castro	American Canyon Mayor Leon Garcia, Primary Member expiration of June 30, 2018	Yountville Mayor John Dunbar, Alternate Member expiration of June 30, 2017	Not Required
Association of Bay Area Governments (ABAG) - General Assembly • St. Helena City Council appoints member and alternate, no term limit • To enhance the quality of life in the San Francisco Bay Area by leading the region in advocacy, collaboration, and excellence in planning, research and member services • Agency membership dues based on population	101 Eighth St. Oakland CA 94607 *Meets:* Annually	(510) 464-7900	Dohring	Vice Mayor White	Not Required
Napa Valley Tourism Corporation (Umbrella for Napa County) **St. Helena Tourism Improvement District (SHTID)** • Elected official appointed by the St. Helena City Council • 7 members from St. Helena (4-members of lodging, 1-Chamber of Commerce, 1-Elected Official and 1-City Manager) Membership includes: Kevin Dimond, Harvest Inn Mark Hoffmeister, Wydown Hotel Jennifer Phillips, City Manager Chair - Marcelle Adderley, Inn at Southbridge - General Manager Pam Simpson, Chamber Rep - Executive Director Pirrette Therene, El Bonita Hotel - GM Sharon Crull, City Councilmember • No Compensation	*Meets:* Qtrly Southbridge	Catherine Heywood 707-260-0112	Vice Mayor White Staff: City Manager		Not Required

2017 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
League of California Cities – North Bay Division • To maintain a central office of information and research for matters pertaining to City government and to influence legislation that affects cities • Agency membership dues required * No Compensation	P.O. Box 458, Mill Valley, CA 94941 *Meets:* Quarterly	(415) 302-2032 Nancy Hall Bennett	All		Not Required
Napa County City Selection Committee • In counties where 2 or more cities are incorporated, this Committee appoints city representatives to certain boards, commissions and agencies as prescribed by law (Section 50270, CA Govt Code) • Representative must be Mayor (per above Gov't. Code) * No Compensation	1195 Third Street, Suite 310, Napa 94558 *Meets:* 1:00pm, 3rd Tuesday of the month, Quarterly	(707) 253-4580 Gladys Coil	Mayor Galbraith (Delegate)	Dohring	Not Required
Napa County Flood Control and Water Conservation District • Mission is the conservation and management of flood and storm waters to protect life and property; the maintenance of the County watershed using the highest level of environmentally sound practices; and to provide coordinated planning for water supply needs for the community. • Representative must be Mayor • Bylaws * No Compensation	1195 Third Street, Room 305, Napa 94558 *Meets:* 1:30 a.m., 1st and 3rd Tuesday of the Month *Flood Control is located at 804 1st Street, Napa	(707) 259-8600 Barbara Fultz (707) 253-4580 Gladys Coil	Mayor Galbraith	Vice-Mayor White	Required
Napa County Gang & Youth Violence Commission * Prevention, intervention & suppression of gang violence • City Council makes appointee recommendation to the Napa County Board of Supervisors * No Compensation	Location Changes *Meets:* 4:30 p.m., on 3rd Wednesdays, As needed/no less than quarterly	(707) 253-4211 Gary Lieberstein District Attorney	Dohring Staff: Police Chief		Not Requried
Napa County League of Governments (NCLOG) * No Compensation • Bylaws • Mayors of the City and County rotate the Chair position	Location rotates *Meets:* 6:00 p.m., 2nd Thursday of the month, Quarterly	(707) 253-4580 Gladys Coil	All		Not Requried
Napa County Local Agency Formation Commission (LAFCO) • City Selection Committee makes appointment • Four-Year Term Gov Code; Informal Policy Two-Year Rotation * $125 per meeting	1195 Third Street, Napa 94558 *Meets:* 4:00p.m., 1st Thursday of the month *LAFCO is located at 1030 Seminary, Napa	(707) 259-8645 Kathy Mabry	Dohring Term Expires 5/1/2017		Required Mail to: Kathy Mabry 1030 Seminary St, Suite B Napa CA 94558

2017 St. HELENA INTERGOVERNMENTAL CITY COUNCIL ASSIGNMENTS

MAYOR/COUNCIL COMMITTEE ASSIGNMENTS:	Date/Time & Location	Contact	Primary	Alternate	700 Form Filiers
Napa Valley Transportation Authority (NVTA) • 2 Members and 2 alternates(1-Mayor with City Council appointing the other/2 City Councilmember Alternates • Bylaws	625 Burnell Street, Napa 94559 *Meets:* 1:30p.m., 3rd Wednesday of the month	Karrie Sanderlin (707) 259-8633 or Kate Miller	Mayor Galbraith Vice Mayor White Staff: City Manager Public Works Director	Dohring	Requried Mail to: Board Secretary 625 Burnell Street Napa CA 94559
Napa County Watershed Information Center & Conservancy (WICC) • City Council makes appointment recommendation to the Board of Supervisors * No Compensation • BOS Resolution 02-202	1125 Third Street, 2nd Floor Conference Room, Napa 94558 *Meets:* 4:00p.m., 4th Thursday of the month	(707) 259-5936 Jeff Sharp, Liaison Gladys or Nadine	Ellsworth	Koberstein	Not Required
Upper Valley Waste Management Board • City Council makes appointment recommendation to the Board of Supervisors	Yountville Town Council Chambers *Meets:* 1:30p.m., 3rd Monday of the month	(707) 259-6716 Alice Ramirez, Board Clerk	Koberstein	Ellsworth	Required send to